PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES

on behalf of the

**Law Enforcement and Fire Agencies of the
County of Placer,
City of Roseville,
City of Auburn, and
City of Citrus Heights**

REQUEST FOR PROPOSALS
for
REGIONAL PUBLIC SAFETY SYSTEMS

RFP No. 10042

Release Date: January 7, 2011
Submittal Deadline: March 10, 2011
not later than 5:00 PM (Pacific)

Placer County RFP No. 10042

Regional Public Safety System

TABLE OF CONTENTS

1.0   INTRODUCTION

Proposals are now being accepted by the County of Placer on behalf of the Placer County Sheriff's Office and the Cities of Roseville, Auburn and Citrus Heights, who have partnered for the purchase and installation of two separate multi-jurisdictional, fully integrated Regional Public Safety Systems. The Placer County Sheriff's Office (PCSO), Roseville Police Department (RPD) and Auburn Police Department (APD) currently share an integrated multi-agency computer aided dispatch (CAD), Mobile, Records and Jail system. APD uses their own local Records system. Citrus Heights Police Department (CHPD) uses a separate, integrated CAD, Mobile and Records system. As the Placer County population continues to grow, so does the need for these agencies to employ more robust and modern public safety systems as well as increased strategic partnerships independent of County boundaries.

Only systems and firms who meet the following criteria will be considered:

- The solution proposed is fully integrated, meaning it uses a common relational database system for CAD, Records and Jail management modules and no programming or scripts are required to move data so the system behaves as if it is using a relational database.

- The parent company or the subsidiary with which the agencies would be working currently has at least one fully integrated public safety system installed in California similar in configuration to the solutions being proposed and it has been in "live" operation for at least one year.

- The solution fully operates with either Microsoft SQL or Oracle relational database.

- The parent company or the subsidiary with which the agencies would be working has never had a claim filed on their Performance Bond, resulting in the forfeiture of the bond.

The intent of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to provide and implement two separate Regional Public Safety Systems – one to be used jointly by PCSO and APD and a separate system to be used by RPD and CHPD –each in a multi-agency configuration. The selected vendor(s) will be responsible for specifying hardware and system software which meet the regional partners' technical requirements and operates within the County and Cities' interconnected networks and their separate security zones.

The 'two separate systems' approach has been agreed upon by the participating agencies and is desired due to the growing and differing needs for each of the two partnerships. Both partnerships plan to select a solution from the same vendor in order to continue the current practice of cross-staffing and training as well as the ability to leverage regional functional and technical expertise. The regional team is separately evaluating options for a middleware solution that would provide CAD-to-CAD functionality between the two separate systems, allowing each system to interact with the other, in many ways as if it were a single CAD system.   If the vendor

that best meets the requirements in this RFP and is eventually selected for purchase inherently provides this CAD-to-CAD functionality then it would be considered against 3rd party offerings.

It should also be noted that the agencies current systems are connected and providing Records and Corrections data to the Sacramento-area Coplink node. It will be the responsibility of the successful vendor to partner with i2 and include the associated costs in your proposals for connecting our new systems and providing timely updates to the Coplink node.

The public safety systems and the middleware system must allow each partner agency to incorporate fire units from both systems in regional fire response patterns and determine and designate internal and foreign units' status. The middleware solution will join the two partnerships outlined above, and provide similar functionality with other neighboring jurisdictions in future phases. The vendor selected via this RFP may be required to provide the middleware vendor with the necessary information, code, services, and/or tools to achieve the required functionality between the two public safety systems.

The County and Cities will purchase the required hardware and operating software, <u>separate from this contract</u>, based on the specifications and recommendations provided by the awarded firm.

The vendor must supply application software, integration and installation services, data conversion, training, project management, system maintenance, and support which meets the software requirements specified in this RFP. The application software proposed must be based on an existing "off the shelf" software product which, if required, can be modified by the vendor to meet the County's requirements.

This RFP provides interested firms with the information required to prepare and submit to the County sealed proposals for comprehensive Regional Public Safety Systems including application software, training and support needed to meet the partnerships' functional and technical requirements. All proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to comply may result in the rejection of your proposal.

The equipment description and terms herein are intended to refer to terminology common to specific brands of equipment. Such terminology is not intended to be restrictive, except as it may relate to specifications or features which are required in order to be compatible with the County's network or other existing systems.

The Placer County Administrative Services Department, Procurement Services Division will coordinate all activities associated with this RFP and will be the official point of contact for all vendors. **Do not contact other County or City staff**. Information provided by other than the Procurement Services Division should be considered invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.

Direct all inquiries regarding this RFP in writing to:

Ben Bramer
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4257
bbramer@placer.ca.gov

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:
http://www.placer.ca.gov/Departments/Admin/Procurement/openbids.aspx

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from the site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0   PROJECT SCHEDULE

The following represents the <u>tentative</u> schedule for this project. Any changes in the scheduled dates for the Pre-Proposal Teleconference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

Deadline to register for Pre-Proposal Teleconference Call	Fri, January 21, 2011, 5:00 pm PST
Deadline for submitting questions prior to Pre-Proposal Teleconference Call	Fri, January 21, 2011 5:00 pm PST
Responses to Pre-Proposal Teleconference Call questions posted on Placer County website	Wed, February 9, 2011
Pre-Proposal Teleconference Call	Tue, February 15, 2011, 1:30 pm PST
Responses to Teleconference Call questions posted on Placer County website	Fri, February 18, 2011
Deadline for final questions	Wed, February 23, 2011, 5:00 pm PST
Responses to final questions posted on Placer County website	Mon, February 28, 2011
Proposal Submission Deadline	Thu, March 10, 2011, 5:00 pm PST
Proposal Evaluation and Systems Demonstrations	March/April 2011
Contract Approval to Board of Supervisors	May 2011
Notice to Proceed	May 2011
Begin System Implementation	June 2011
Go-Live	June 2012

3.0   PRE-PROPOSAL TELECONFERENCE

A proposer's teleconference call has been scheduled for **Tuesday, February 15, 2011 at 1:30 pm**. To participate in the conference call, you must pre-register by sending an email to bbramer@placer.ca.gov no later than January 21, 2011. If you attempt to register after this date, the County may not be able to accommodate your participation in the conference call. Conference call details will be provided to those who pre-register.

Interested firms will have opportunity to submit questions regarding the requirements outlined in this RFP. While participation is not mandatory, interested proposers are highly encouraged to participate. Participants should read this RFP document thoroughly to acquaint themselves with its content prior to the conference, for a more efficient experience.

Substantial clarifications or changes required as a result of the teleconference will be issued in the form of a written addendum to the RFP.

4.0   BACKGROUND

4.1   **General**

The Placer County Sheriff's Office and the Auburn Police Department are close working partners as the Sheriff's main office, the Auburn Justice Center (AJC) is based just outside the City of Auburn as the County seat. With the Sheriff's Office's 200+ sworn Patrol staff covering the County's 475 square miles of unincorporated area and neighboring APD's 25 sworn Patrol staff covering the City's 7.5 square miles, there are many advantages for the two agencies to continue their partnership into a single public safety system, including achieving cost savings by sharing a single system, a local failover dispatch center for APD and local technical and functional support from Sheriff for APD.

Similarly, the Roseville Police Department (in Placer County) and the Citrus Heights Police Department (in Sacramento County) are adjoining along the southern Placer County border and northeastern Sacramento County border. These two agencies have recognized the mutual benefits, both operationally and financially, in sharing a new single system. The intention of this RFP and the subsequent shared system between RPD and CHPD will serve to realize these benefits.

For a map of Placer County including Citrus Heights in northern Sacramento County, see **Attachment A**.

4.2   **Current Environment and System Requirements**

The current public safety systems being used by Placer County, City of Auburn, and City of Roseville are aging with limited and outdated technology which has proven cost-prohibitive to upgrade and would not provide sufficient improvements or modernization worthy of such expense and time investment. For the City of Citrus Heights, their stand-alone system could be improved by joining into a new shared system and working more collaboratively with their neighboring City of Roseville. See **Attachment B** for a basic diagram of the current and planned network connectivity.

The table below shows the current systems and the number of terminals used and the number of users in each agency for each module.

	Current Tiburon Public Safety System Tiburon RMS/CMS/CAD/Mobile			Current Spillman
	PCSO	APD	RPD	CHPD
Dispatch				
Terminals	12	2	12	5
Users	30	6	24	22
Patrol				
Mobile Units	80	10	90	44
Users	150	25	210	85
Records/Investgtns		Local System LEADS RMS		
Entry Terminals	40	6	92	7
Entry Users	40	10	67	25
Query-only Terms	100	10	0	40
Query-only Users	150	15	204	120
External partners				
Query-only Terms	90			
Terminals	90			
Jail				
County Jail				
Terminals	110			
Users	170			
County Jail 2 (2013)				
Terminals	90-TBD			
Users	TBD			
Roseville Jail				
Terminals			5	
Users			20	

The current systems are as follows:
- Tiburon RMS/CMS version 7.3.3 on HP-UX OS and Oracle DB
- Tiburon CAD/Mobile version 2.3 on Windows OS and Oracle DB
- Spillman RMS/CAD/Mobile
- LEADS RMS

5.0   SCOPE OF WORK

It is the intent of the County and Cities to acquire all hardware and software to meet the needs of the participating agencies. As previously indicated the County and Cities will purchase hardware and required third-party software including operating system, database, required utilities, and middleware (as needed) from others. The firm awarded this RFP will provide application software and required services, training and support. All software and implementation activities shall comply with the County and Cities' Network and Security Standards (see **Attachment C**).

The application software provided by the awarded firm must support all of the functional and technical needs identified in this RFP (see **Attachments D-1 and D-2**).
The implementation must be performed in such a manner as to provide the least possible interruption of current operations. Once installed, the system must be operational, compliant with County and City requirements, error-free, and correctly processing all converted data.

The work effort for this project is divided into seven major tasks:

Pre-Contract Signing
1. Project Planning unified for both partnerships (review scope; define schedule, task assignments, etc.)
2. Detailed System Planning Sessions (estimated 5 days of on-site planning sessions) with vendor subject matter experts:
    A. Planning of System Configuration Options, Settings and System Security
    B. Planning of Network Architecture/Security
    C. Planning of Hardware, Operating System, Database, Utility Software, Test System
    D. Planning of Interfaces to external systems – incl. middleware CAD-to-CAD vendor, Test System(s)
    E. Planning of Data conversion (if applicable)
    F. System Configuration Options, Settings and System Security
    G. Planning of Training Plan
Post-Contract Signing
3. Installation and Unified Environment Planning and Preparation
4. Acceptance Testing
    A. Two individual systems as self-sustaining, without middleware

B. Interfaces with middleware and other systems
5. End-User Training
6. Go-Live/Cutover
7. Maintenance

5.1 **Project Planning Task**

The purpose of the Planning Task is to review the project scope, finalize the work plan and schedule for implementation, and to formalize the specifications for any required system modifications or software development. It is our intention that each system will have its own separate contract utilizing the same vendor project manager. It is also our intention that both new systems will be planned and implemented simultaneously to assure that we are able to best maximize vendor services and training days.

In order to sustain the simultaneous effort, the vendor's project methodology will support milestone-based controls that assure trainings, decisions and acceptance are inclusive of all regional subject matter experts and management. It will be the responsibility of the customers and vendor to adhere to the agreed upon project schedule. If one system cannot meet scheduled milestones, that does not preclude the other system from continuing the project per the schedule. If one system experiences project delays, that system may be required to solely cover costs of additional vendor services as a result of the delay.

The selected vendor is expected to be required to use the PCSO/APD's Internet-hosted (Saas) and very intuitive Project/Portfolio Management website (Daptiv.com). This site will be the central project management area for the PCSO/APD and vendor project managers to communicate and update the status of the PCSO/APD project. The RPD/CHPD system may require usage of Daptiv.com or a similar site as well.

5.1.1 **PCSO/APD and RPD/CHPD Responsibilities**
A. Provide vendor with contact information for customer project managers
B. Provide vendor with information regarding subscription to Daptiv.com to be used as shared/central project management area.
C. Provide input for project schedule and task assignments
D. Co-develop and approve unified Project Plans with vendor (define team members, schedule, customer subject matter expert training, communication plan, milestone completion/sign-off process, change order process, training plan, etc.)
E. Co-develop with vendor and approve the list of key milestones for the projects.
F. Clarify, at the vendor's request, County policy, regulations and procedures.

G. Ensure necessary clearances are obtained for vendor staff to be accessing sensitive data

H. Provide method and documentation for secure remote access to PCSO/APD and RPD/CHPD networks – for project implementation and remote support access once in production.

I. Approve format/template to be used by vendor for weekly project status updates.

5.1.2 Vendor Responsibilities

A. Cooperate with agencies to provide necessary clearances for vendor staff to access sensitive data.

B. Finalize a work plan, using Daptiv.com, which includes: a detailed schedule of staff-weeks of effort for each task showing Contractor and County/City personnel assignments and efforts separately; schedule of expected on-site support provided by vendor staff for each phase of the project; a GANTT chart showing the planned start and end dates of all tasks and identifying the critical path. This plan will be created and managed by vendor to include all known tasks and will be co-managed by the two project managers each representing their system. It is planned that each of the three project managers (successful vendor project manager, PCSO/APD system project manager, and Roseville/CHPD system project manager) will have the ability to add and modify tasks as well as close completed tasks that they are managing.

C. Co-develop with agencies and adopt unified Project Plan (define team members, schedule, communication plan, unified milestone completion/sign-off process, change order process, training plan, etc.)

D. Co-develop with agencies the list of key milestones for the project.

E. Report progress to the PCSO/APD and RPD/CHPD project managers using weekly status reports in a format approved by the customer, and participates in any scheduled meetings that may be required.

F. Outline anticipated risk and/or problem areas.

G. Provide information on how vendor plans to place software into escrow for consortium partners.

5.1.3 Deliverables

A. Final specifications report.

B. Detailed work plan in Daptiv.com.

C. Electronic version of all relevant documentation, including:
   i. Functional specifications for all requested modules, to include default parameter settings and all optional/configurable parameter settings
   ii. Technical specifications for all requested components and interfaces

iii. System Administration documentation, to include how to setup new users, security groups, workstations, printers; client software installation/updating; GIS management;

iv. Data flow diagram

v. Entity-relationship diagram

Note – Documentation provided must directly reflect the version(s) being used in our project.

D. Education and training material.

E. Training plan.

F. Software escrow plan.

5.1.4 Milestones

A. Acceptance by agencies of preliminary project plan – pending system planning sessions.

B. Acknowledgment from agencies of receipt of vendor's initial deliverables

5.2 Detailed System Planning Sessions Task

The Detailed System Planning Sessions are a series of meetings with the customers' and vendor's technical and functional teams in which the following are reviewed and confirmed:

A. Proposal review

B. Review of network architecture and security requirements to determine the placement of hardware and the security rules that will facilitate network access to that hardware (including disaster recovery scenarios). Security must comply with CJIS/DOJ AND regional partners' security practices.

C. Review third-party software needed (if any) and installation locations

D. Interface requirements (including to CAD-to-CAD / middleware solution)

E. Identify data conversion process (if applicable)

F. System configuration options, settings and security

G. Develop training Plan

5.2.1 PCSO/APD and RPD/CHPD Responsibilities

A. Ensure proper subject matter experts attend and actively participate in all planning sessions.

B. Coordinate with middleware provider to ensure agencies and successful vendor have information needed for each to create or configure interfaces to deliver the required CAD-to-CAD functionality.

C. Coordinate with interfacing system vendors to ensure agencies and successful vendor have information they each need to correctly install, configure and test interfaces to such systems as Identix Livescans, Dataworks Plus mug shots, Coplink, E-CARS, VINE, Social Security, etc.

D. If data conversion task is required, work with vendor to determine which data sets from legacy system(s) are to be converted into new system, provide vendor with data set or access to legacy systems' data set.
E. Work with vendor to understand and define all configurable options.
F. Co-develop and approve finalized project plan once final updates/changes are incorporated from the planning effort.
G. Co-develop and approve with vendor the list of key project milestones.

5.2.2 Vendor Responsibilities
A. Ensure vendor's subject matter experts attend and actively participate in all planning sessions.
B. Participate with PCSO/APD and RDP/CHPD teams in open discussions with middleware and interfacing system vendors.
C. Develop documented plan showing results of all seven (7) planning areas in 5.2 A-G:
D. Co-develop with customer the final project plan
E. Co-develop with customer the final list of milestones

5.2.3 Deliverables
A. Vendor to provide documented results of all seven (7) planning sessions for customer review and acceptance
B. Customer approved final project plan for all (7) planning areas
C. Customer approved final list of milestones

5.2.4 Milestones
A. Signed contract, including agreed upon project plan for all seven (7) planning areas (5.2 A-G).

5.3 Installation and Unified Environment Preparation Task
The Installation and Unified Environment Preparation Task will involve the installation, configuration and/or validation of all required network connectivity, security settings, hardware and system software and the application software. This includes appropriate initial testing of each application and documentation of all system components. This task will be performed on the schedule derived during the Project Planning Task.

5.3.1 PCSO/APD and RPD/CHPD Responsibilities
A. Configure network architecture and security parameters based on accepted System Planning Session documentation.
B. Install and configure hardware and third-party software based on accepted System Planning Session documentation.
C. Install middleware solution.

D. Coordinate with interfacing vendors to ensure their systems are prepared to accept and test new interfaces from new RFP vendor (actual testing in next Task).

E. Validate vendor's installed software includes agencies' configured settings as defined in Detailed System Planning task.

F. Develop and approve Acceptance Test Plan and Criteria to be used in "Acceptance Testing Task" below to serve as the basis for agencies' acceptance of the system and approval to proceeding with end-user training, including error reporting/recording procedure, acceptable timeframe for vendor to correct issue, and procedure for vendor to notify customer when error is resolved for customer re-testing.

5.3.2 Vendor Responsibilities

A. Validate customer's network architecture and security parameters.

B. Validate hardware and third-party software installation.

C. Install and configure public safety system application on each of the two customer systems.

D. Configure services/interface(s) necessary for communicating with CAD-to-CAD middleware solution.

E. Install and configure interfaces to third-party systems.

F. Load converted data into new systems for review by customer in "Acceptance Testing" task below. Note that the data conversion is an iterative process until vendor and the agencies agree to accept converted data.

G. Prepare system and user documentation per agreed upon documentation standards.

H. Review customer developed "Acceptance Test Plan and Criteria" for each of the two phases of the Acceptance Testing noted in the "Acceptance Testing" task below.

I. Deposit source code into escrow.

5.3.3 Deliverables

A. Progress reports on a weekly basis through completion of this phase.

B. Software applications, including documentation.

C. Validation of source code deposited to escrow account.

D. Workstation client software (if required) including installation, documentation, and training.

E. System and user documentation.

F. Contractor's Certification of "system ready for Acceptance Testing" per contract specifications and Detailed System Planning Documentation

5.3.4 Milestones

A. Validation of computer hardware and system software.

B. Installation of all software systems and interfaces

5.4   **Acceptance Testing Task**
The Acceptance Testing Task is broken into two phases and includes: 1) parallel testing of the two separate, newly installed systems, including interfaces and validating converted data and, 2) upon acceptance of the individual system(s) functionality in phase 1 above, testing will commence on the systems' ability to function with the required middleware component and any other systems tests that the agencies deem necessary to accept the software applications and hardware configuration.

5.4.1 **PCSO/APD and RPD/CHPD Responsibilities**
A.   If the agencies elect to not convert historical data into the new systems, provide sufficient and appropriate test data and file layouts of existing data files.
B.   "Milestone Acceptance Team" to attend vendor training for each of the key system modules to ensure an educated "Acceptance Testing" process.
C.   Follow Acceptance Testing plan to test each system module for both systems (PCSO/APD and RPD/CHPD), test middleware solution for CAD-to-CAD functionality, and test interfaces with other systems.
D.   Report any problems found per the "Acceptance Testing Plan"
E.   Provide input for and agree to "Go-Live/Cutover Plan."

5.4.2 **Vendor Responsibilities**
A.   Perform internal system tests to ensure that all required features have been incorporated in the software before releasing to agencies for testing and certify as such.
B.   Provide system administration and end-user training to key customer personnel to ensure an educated "Acceptance Testing" process. Note – This training will also serve as mechanism for vendor to demonstrate that all configurable settings are as defined and accepted in Detailed System Planning task.
C.   Correct any problems found during acceptance testing and follow re-testing process identified in "Acceptance Testing Plan".
D.   Finalize systems and user documentation.
E.   Provide input for and agree to "Cutover Plan" including performing any upgrades to ensure that systems go-live on most current version (major and/or minor) of software at agencies' discretion.

5.4.3 **Milestones**
A.   Approval of system test results.
B.   Completion of "System Acceptance Team" system administration and end-user training
C.   Functional acceptance by PCSO/APD and RPD/CHPD of each application module.

D. Functional acceptance by PCSO/APD and RPD/CHPD of data conversion
E. Functional acceptance by PCSO/APD and RPD/CHPD of interfaces to 3rd party systems
F. Functional acceptance by PCSO/APD and RPD/CHPD of interfaces to middleware system
G. Approved "Cutover Plan"

5.4.4 Deliverables
A. Written progress reports on a weekly basis.
B. Working interfaces to all required systems.
C. Final version of all system and user documentation.
D. Vendor-provided certification that all systems and configured settings were internally tested successfully before releasing to agencies for "Acceptance Testing".
E. Database/List of all outstanding issues/bugs including description, date found, date assigned, and to whom the issue was assigned for resolution.
F. As-built technical documentation (i.e., system configuration, directory structure, and system control files, etc). Text documents must be provided in Microsoft Word or Adobe PDF format.
G. Functional acceptance by PCSO/APD and RPD/CHPD of each application module.
H. Functional acceptance by PCSO/APD and RPD/CHPD of data conversion
I. Functional acceptance by PCSO/APD and RPD/CHPD of interfaces to 3rd party systems
J. Functional acceptance by PCSO/APD and RPD/CHPD of interfaces to middleware system
K. Cutover Plan

5.5 End-User Training Task
Upon successful completion of the Acceptance Testing task, the vendor or customer leads (previously trained for Acceptance Testing) shall conduct training classes for end-users from the four agencies. The end-user training method, deliverables and milestones will be determined in the "Detailed System Planning" Sessions defined in Section 5.1.

5.6 Go-Live /Cutover and Warranty Period Task
This process will begin after all application modules have received functional acceptance by PCSO/APD and RPD/CHPD. During the Go-Live/Cutover Task, the vendor shall convert the final data set into both systems and users will cut-over to the new system.

5.6.1 **PCSO/APD and RPD/CHPD Responsibilities**
  A. Coordinate and monitor cutover activities.
  B. Coordinate and monitor final conversion activities.
  C. Review the vendor's conversion of all required files from the old system to the new system.
  D. Determine disposition, if appropriate, of old hardware and software.
  E. Validate and correct, as necessary, converted data.
  F. Remove data from old hardware before removal of hardware
  G. Ensure cutover to new system is successful.

5.6.2 **Vendor Responsibilities**
  A. Ensure that all data, programs and files are successfully installed and operational on the new system.
  B. Convert final data set from old system to new system.
  C. Manage the cutover process to ensure that there is no break in service between operating on the old systems and the new system, including the system itself as well as interfaces to 3rd party systems and the middleware solution.
  D. Correct any problems identified during the conversion effort.
  E. Ensure cutover to new system is successful

5.6.3 **Milestones**
  A. Final conversion of data for all application modules.
  B. Removal of existing hardware and software if no longer needed.
  C. Preparation for Go-Live
  D. Go-Live
  E. Warranty Period for, at minimum, 12 months post go-live
  F. Final acceptance per contract specifications at successful end of Warranty Period.

5.6.4 **Deliverables**
  A. Written progress reports on a weekly basis.
  B. Converted data per specifications.

5.7 **Maintenance Task**
The Maintenance Task begins at the conclusion of the successful warranty period and after Final System Acceptance and provides for the ongoing support and maintenance of the system.

5.7.1 **PCSO/APD and RPD/CHPD Responsibilities**
  A. Coordinate maintenance activities.
  B. Test and approve new versions of programs in non-production environment.
  C. Provide feedback to vendor regarding on-going system needs.

5.7.2 **Vendor Responsibilities**
   A.   System communications to and from network.
   B.   Keep systems current with Federal, State, and Placer and Sacramento County processing and reporting requirements.
   C.   Keep systems compatible with Operating System and System software revisions/patches.
   D.   Distribute system updates to PCSO/APD and RPD/CHPD.
   E.   Install new versions of programs in test environment.
   F.   Move new versions of programs, once tested and approved, into production environment.
   G.   Manage required enhancements.
   H.   Continue training and support for any enhancements.

5.7.3 **Milestones**
   A.   Preventive and remedial maintenance.
   B.   Acceptance testing on new versions of programs.

5.7.4 **Deliverables**
   A.   Appropriate application software updates and related documentation.

6.0   KEY FEATURES AND CONCEPTUAL DESIGN

It is anticipated that the new Regional Public Safety Systems will be based on some form of client/server and/or browser-based technology. It is strongly preferred that the client-side operate and be vendor-supported in a "session-mode" compatible with application virtualization technology such as Citrix XenApp software. This system should also have the appropriate redundancy or parallel/fault tolerant processes to support maximum availability of systems and integrity of data.

Vendors are to include, at minimum, the following modules and interfaces for each system in their proposals:

PCSO/APD System	RPD/CHPD System

1.   Dispatch
    a.   CAD
    b.   CAD Mapping
    c.   Auto Vehicle Loc (AVL)
2.   Mobile CAD
3.   Field Reporting
4.   Records Management
    a.   Incident
    b.   License/Permits
    c.   Warrants
    d.   Crime Analysis
    e.   Investigative Case Mgt
    f.   Field Interview
	1. Dispatch
	    a. CAD
	    b. CAD Mapping
	    c. Auto Vehicle Loc (AVL)
	2. Mobile CAD
	3. Field Reporting
	4. Records Management
	    a. Incident
	    b. License/Permits
	    c. Warrants
	    d. Crime Analysis
	    e. Investigative Case Mgt
	    f. Field Interview

g. UCR California
5. Evidence Management
6. Jail Management
7. Interfaces
    a. Middleware for regional CAD
    b. CLETS message switch
    c. E911
    d. Rip-n-run Fire Printers
    e. Mug shot – Dataworks Plus
    f. Fingerprint – Identix
    g. Coplink triggers for RMS, JMS
    h. Zoll FireRMS
    i. Mobile ID system
 	
Data Conversion
RMS/CMS Records
Alpha records
Summary records
Incident Reports records
Warrants records
License & Permits records
Crime Analysis records
Citations records
Flags records
Property records
Vehicles records
Case records
Jail records
Jail Incidents records
CAD Records
Common Places
Premise/Hazards
	g. UCR California
	5. Evidence Management
	6. Jail Management
	7. Interfaces
	    a. Middleware for regional CAD
	    b. CLETS message switch
	    c. E911 – Positron
	    d. Wireless Phase II
	    e. Rip-n-run Fire Printers
	    f. Mug shot – Dataworks Plus
	    g. Fingerprint – Identix
	    h. Coplink triggers for RMS, JMS
	    i. Mobile ID system
	    j. Fire Alerting - Zetron
	    k. Crimeview
	    l. Crossroads e-Citations
	    m. Zoll FireRMS
	
	Data Conversion
	RMS/CMS Records
	Alpha records
	Summary records
	Incident Reports records
	License & Permits records
	Crime Analysis records
	Citations records
	Flags records
	Property records
	Vehicles records
	Case records
	Jail records
	Jail Incidents records
	CAD Records
	Common Places
	Premise/Hazards

In preparing support strategies and costs, vendors should assume 24 hour, 365 day a year operation of all proposed systems. Performance of critical applications should not be impacted by lower priority system use. The systems will be expected to meet specific performance, loading, and up-time criteria prior to final system acceptance.
The systems must be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements.

For data communications, usage of the County's and Cities' existing network infrastructure is required. "Open system" architecture is a requirement. All new centralized computer equipment (e.g., servers) is expected to be housed in the Placer County Data Center for the PCSO/APD system. The centralized hardware storage location for the RPD/CHPD will be determined before contract award. Alternative

architectures and technologies for this system will be considered, but should be performance-proven and cost-effective.

7.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of Placer County and the Cities of Roseville, Auburn and Citrus Heights.

8.0 GENERAL TERMS AND CONDITIONS

8.1 **Standard Agreement** - Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant Services Agreement, a sample of which is included as Exhibit D. Proposers are advised to carefully review the attached sample agreement. Any proposed exceptions, alterations, or amendments shall be clearly marked "Proposed Exceptions" in your submittal, and should be delineated in a separate section of your proposal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the perceived ability to successfully award an agreement to your firm/individual.

8.2 **Independent Contractor.** At all times the Contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer or the Cities of Roseville, Auburn or Citrus Heights. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer and the Cities of Roseville, Auburn and Citrus Heights, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

8.3 **Non-Appropriation.** The County or the Cities of Roseville, Auburn and Citrus Heights may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

8.4 **Correction or Withdrawal of Proposals** - Except as otherwise specified in Section 5100 of the Public Contracts Code and Article 3.11 of the Placer County Purchasing Policy, correction or withdrawal of inadvertently erroneous proposals before or after proposal opening may be permitted only if such correction or withdrawal is not prejudicial to the interest of the County or fair competition.

Mistakes in proposals detected prior to proposal opening may be corrected or withdrawn by the proposer with a written request received by the Purchasing Agent prior to the date and time designated for opening of proposals, provided that the original proposal shall not be physically returned to the proposer until after the proposal opening. The written request must be signed by the same person who signed the original proposal, and shall be sealed, time-stamped and deposited in the same manner as the original proposal. Oral or telegraphic corrections or withdrawals shall not be permitted.

8.5   **Interpretation** – In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

8.6   **Effective Period** - Proposals shall remain firm for **one hundred-eighty (180) days** following the closing date for the receipt of the proposals.

8.7   **Conflict of Interest -** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

8.8   **Non-Collusion -** Firms responding to this solicitation shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate response for the same solicitation and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to responses which are submitted by Consultants who have partnered with others to submit a cooperative response that clearly identifies a primary Consultant and the associated sub-consultants.

8.9   **Indemnification & Insurance Requirements -** The County's standard indemnification and insurance requirements are provided in the sample contract**, Attachment D**.

8.10   **Protests and Appeals**. In accordance with Section 10.0 of the Purchasing Policy Manual, any bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services at the following address:

Placer County Director of Administrative Services
c/o Placer County Office of Procurement Services
2964 Richardson Drive
Auburn, CA 95603

The protest shall be submitted in writing to the Director of Administrative Services, within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto. If the seventh day falls on a

weekend or County holiday, the protesting Proposer may submit the protest on the first workday following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

9.0   PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided as an Appendix, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. All proposals must adhere to the instructions set forth within **Section 10**, Submittal Instructions.

All submittals shall contain the following elements, and in the order given. Use section dividers, tabbed in accordance with this Section as specified below:

9.1   **Cover Letter** with the following information:

A.   Title of this RFP

B.   Name and Mailing Address of Proposing Firm (include physical location if mailing address is a PO Box);

C.   Contact Person, Telephone Number, Fax Number, and E-mail Address;

D.   A statement that the submitting firm will perform the services as described in this RFP, including meeting the criteria stated in the Introduction (refer to Section 1.0, second paragraph), and any addenda (reference the addenda by date and/or number).

E.   Acknowledgement that all proposals may be considered public information. Subsequent to any award of an agreement resulting from this RFP, all of part or any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their cover letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

F.   **Signatory Requirements**

The Cover Letter must be signed by an officer empowered by the proposing firm to sign such material and thereby commit the proposer to the obligations contained in the RFP response. **Further, the signing and submission of a response shall indicate the intention of the vendor to adhere to the provisions described in this RFP and a commitment to enter a binding contract**.

- Proposal submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm;

- Proposal submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer;

- Proposal submitted on behalf of Individuals doing business under a firm name ("dba") shall be signed in the name of the individual doing business, under the proper firm name and style.

9.2   **Proposal Forms** - Responses to the following sections shall be labeled as **TAB A through C** in your proposal, in accordance with the instructions shown below.

9.2.1. **TAB A in your proposal: Proposal Form A – Application and Technical Requirements (separate file)**
Indicate the ability of the proposed software application to meet the Functional and Technical requirements contained in **Proposal Form A**. Refer to **Proposal Form A** for further instructions and required information.

Submit a hard-copy <u>and</u> an electronic copy of your responses to this exhibit with your proposal. The electronic version must be the original Microsoft Excel file downloaded from the Placer County website and is to be unmodified other than the vendor's scores and comments. Other formats will not be accepted.

9.2.2. **TAB B in your proposal: Proposal Section B – Vendor Profile**

9.2.2.1. **Proposal Form B-1 – Overview of Project Team**
Complete and include Proposal Form B-1

9.2.2.2. **Proposal Form B-2 - Proposed Staff**
Identify the personnel proposed to be assigned to this project, including the proposed project manager <u>and</u> a backup project manager.

A.   Provide resumes for all personnel, to include

- Experience with proposer (or subcontractor).

- Experience with Regional Public Safety Systems with particular regard to the system being proposed in response to this RFP.
- Experience with other relevant processing systems.
- Experience with developing software user interfaces.
- Experience working on governmental data processing projects.
- Names, position titles, and telephone numbers of three persons who can give information on the individuals' experience and competence.
- Percentage of time to be devoted to each task listed in the Scope of Work (**Section 5.0**).

B.   Resumes for the proposed project manager and backup project manager shall include all of the information above, <u>plus</u>:

- Experience in managing installations of the vendor's proposed software.
- Other project management experience.

9.2.2.3. **Proposal Form B-3 – Prime Contractor – Company Profile**
Using the forms provided in **Proposal Section B**, include details of the background of the company, including the company size and resources, details of corporate experience relevant to the proposed project, and a list of other current or recent Public Safety System projects similar in size or scope to ours.

9.2.2.4. **Proposal Form B-4 – Additional Firms – Company Information**
If the proposing firm intends to use subcontractors for this project, complete the forms as instructed.

9.2.2.5. **Proposal Form B-5 - Financial Statements**
Provide financial statements for the proposing firm for each of the last three years (see **Proposal Section B** for further instructions).

9.2.2.6. **Proposal Form B-6 - Vendor References/Performance History**
Using **Proposal Form B-6** identify a minimum of three (3) clients for whom you have installed the proposed software package. These projects must be currently being performed or have been successfully installed within the past three years. Include all information required on the form. At least two projects must be identified as potential for on-site inspection by County and City RFP team members. It is desired that the site be located in California.

9.2.2.7. **Proposal Form B-7 - User Organizations**
Provide information on any user groups which are known and/or supported by the vendor for the proposed system. Indicate the

approximate membership population of these organizations and general contact information for its key members.

9.2.3. **TAB C in your proposal: Proposal Section C - Proposed Work plan, Components, Training and Warranty**

9.2.3.1. **Proposal Form C-1 - Proposed Work plan and Project Approach**
Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies regarding project management and control, delivery of education and training, cost control, and successful scheduling. This section shall be responsive to the five major tasks and details described in the Scope of Work (**Section 5.0**). Also include a proposed work schedule to accomplish all of the required tasks within the desired timeline in Section 2.0.

9.2.3.2. **Proposal Form C-2 - Hardware and Operating Software**
Provide a detailed description of the recommended major hardware components (CPU, disks, memory, etc.) and operating software required to support the proposed application software. Provide detailed specifications for the recommended hardware (servers workstations and/or thin clients), including make, model, and part numbers.

9.2.3.3. **Proposal Form C-3 - Schematic of Hardware and Software**
Include a schematic of the recommended hardware, operating systems software, and application software and their relationship to one another as they fulfill the agencies' technical requirements. If more than one server is recommended, graphically depict the flow of data between servers and application components on those servers.

9.2.3.4. **Proposal Form C-4 - Education And Training**
Indicate the level of education and training to be provided to agencies related to the operation of recommended equipment and proposed software. This training should be sufficient to allow PCSO, APD, RPD and CHPD users to effectively operate the equipment and/or software, and perform equipment failure diagnostics. Include the following information:

- A discussion of the vendor's education and training philosophy.
- A description of the level of education and materials offered, including tables of contents of training materials.
- Identify the associated costs of training in **Proposal Form D-6 and E-6**).

- A description of the training that will be provided on-site at Placer County or City offices.
- A description of any other educational services that would be of particular importance to PCSO, APD, RPD or CHPD.

9.2.3.5. **Proposal Form C-5 - Warranty**
Identify the terms and conditions of the warranty for the application software. The warranty shall apply and shall become effective on the date that installation and turnover of all hardware, system software, and application software in the County has been given final acceptance by the agencies, and shall remain in effect for one year. Final system acceptance is further described in the County's and Cities' Standard Information Systems Contract (**Attachment D**).

9.2.3.6. **Proposal Form C-6 - Standard Contract**
Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a consultant services agreement, samples of which are included in **Attachment D**. Vendors are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be clearly specified in this section of your proposal. Such exceptions, depending on their nature, may affect the evaluation of your proposal and the ability to successfully award a contract to your firm.

9.2.3.7. **Proposal Form C-7 - Required Statements** - Include statements of assurance regarding the following requirements:

- The ability to fulfill the Qualification Criteria (Section 1.0)
- Non-substitution for the designated members of the team without approval by agencies' staff (Section 7.0)
- Non-conflict of interest (**Section 8.7**);
- Non–collusion (**Section 8.8**),
- The ability to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 8.9**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

9.2.3.8. **Proposal Form C-8 - Additional Information**
Vendors may include additional germane information or material that supports their response to a technical or application issue. Excessive additional information will not be considered favorably.

9.2.4. **Cost Proposal for Placer County/Auburn System**
In a separate, sealed envelope, submit a detailed cost proposal for the Placer County Sheriff plus Auburn Police Department system using the worksheets

provided in **Proposal Form D.** Applicable sales tax (computed at the rate of 8.25%) and shipping costs (if any) shall be itemized separately.

9.2.5. **Cost Proposal for Roseville/Citrus Heights System**
In a separate, sealed envelope, submit a detailed cost proposal for the Roseville/Citrus Heights System using the worksheets provided in **Proposal Form E.** Applicable sales tax (computed at the rate of 8.25% for Roseville, 8.75% for Citrus Heights) and shipping costs (if any) shall be itemized separately.

9.2.6. **Cost Proposal for Roseville-only System**
In a separate, sealed envelope, submit a detailed cost proposal for the Roseville Police/Fire using the worksheets provided in **Proposal Form F.** Applicable sales tax (computed at the rate of 8.25%) and shipping costs (if any) shall be itemized separately.

10.0 SUBMITTAL INSTRUCTIONS

10.1 **One (1) original and (3) copies** of your Proposal shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

10.2 Include an electronic copy of your complete proposal in Word or PDF format on a CD or flash drive, so that the County may retain an electronic record of your proposal.

10.3 Proposals must **be submitted ONLY to:**

Placer County Dept. of Administrative Services
Procurement Services Division
Attn: Ben Bramer
c/o Regional Public Safety System Project RFP 10042
2964 Richardson Drive
Auburn, CA 95603-2640

10.4 Proposals submitted to a location other than the above will not be considered duly delivered or timely. The County of Placer or its partner agencies shall not be responsible for re-routing proposals delivered to a person or location other than that specified above.

10.5 Faxed and/or emailed proposals shall not be accepted.

10.6 Late submittals shall not be accepted or considered.

10.7   All submittals, whether selected or rejected, shall become the property of Placer County and its partner agencies, and will not be returned.

10.8   The County of Placer and its partner agencies reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

10.9   All costs associated with proposal preparation shall be borne by the proposer.

10.10 All proposals shall remain firm for one hundred eighty (180) days following the closing date for the receipt of proposals.

11.0 EVALUATION PROCESS

All proposals will receive a comprehensive, fair, and impartial evaluation. The purpose of this section is to provide the proposers with a general overview of the evaluation methodology that the County and Cities will use to select the successful firm. The evaluation will be conducted in four phases:

- Phase I   Determination of responsiveness
- Phase II   Evaluation of Functional and Technical Requirements
- Phase III   Evaluation of firm and cost proposal
- Phase IV   Comprehensive evaluation of proposed application (product demonstrations, client visits, etc.)

11.1   Phase I – **Determination of Responsiveness (Pass/Fail)**

The purpose of this phase of the evaluation is to determine if the proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for completeness, responsiveness to the RFP's instructions and compliance with the mandatory requirements of the RFP. Proposals which are declared to be "responsive" will be eligible for further consideration.

11.2   Phase II – **Evaluation of Functional and Technical Requirements (Maximum 80 points)**

Proposals which successfully pass Phase I will be further evaluated to determine the ability of the proposed systems to substantially meet the technical and functional requirements (**refer to Bid Proposal Section A**).

11.3   Phase III – **Evaluation of Firms (Maximum 160 points)**

The highest ranked proposals from Phase II will be further evaluated by a selection committee. The purpose of this phase is to assess the total management and technical

capabilities of the firm, and ensure that the proposer has demonstrated the ability to effectively and efficiently perform the responsibilities defined in this RFP. These criteria will be scored using Proposal Forms B-1, 2, 3, 6 and C-1, 3, 4.
(Max 100 points)

This phase will also include a detailed analysis of the cost proposals submitted for each system, as itemized on Proposal Forms D and E. **(Max 30 points each = 60 points)**

Pursuant to existing Placer County policy, a local preference credit of 5% for Placer County businesses will be permitted when evaluating responses to this RFP. The 5% credit will be added to the scores of qualifying firms during each phase of the evaluation process. Firms claiming Local Vendor Preference must submit an Affidavit of Eligibility with their response, unless an authorized affidavit is already on file with the County. Preference criteria and affidavit forms may be obtained via the internet, by logging on to: www.placer.ca.gov/admin/procurement/lvp.aspx. If the agencies' funding sources prohibit Local Vendor Preference, a local preference credit will not apply.

11.4   Phase IV – **Comprehensive Evaluation of Proposed Application (On-Site Demonstration)**

Using the results from Phase III, the County may require a demonstration of the system at the County's facility in order to validate the capabilities described in the proposal and the system's ability to meet County requirements. The proposed project manager and key project personnel must be present at this demonstration.

The County may also request one or more of the top-ranked firms to arrange on-site visits to operational installations having equipment identical or equivalent to that recommended by the vendor. The County shall assume the cost of meals, lodging and transportation for County members of the evaluation party.

The County will endeavor to interview and/or visit the client site suggested by the proposer (see **Proposal Form B, Section B-6**). However, the County reserves the right to interview and/or visit any of the firm's clients prior to making a final selection.

ATTACHMENT A – Map of Placer County
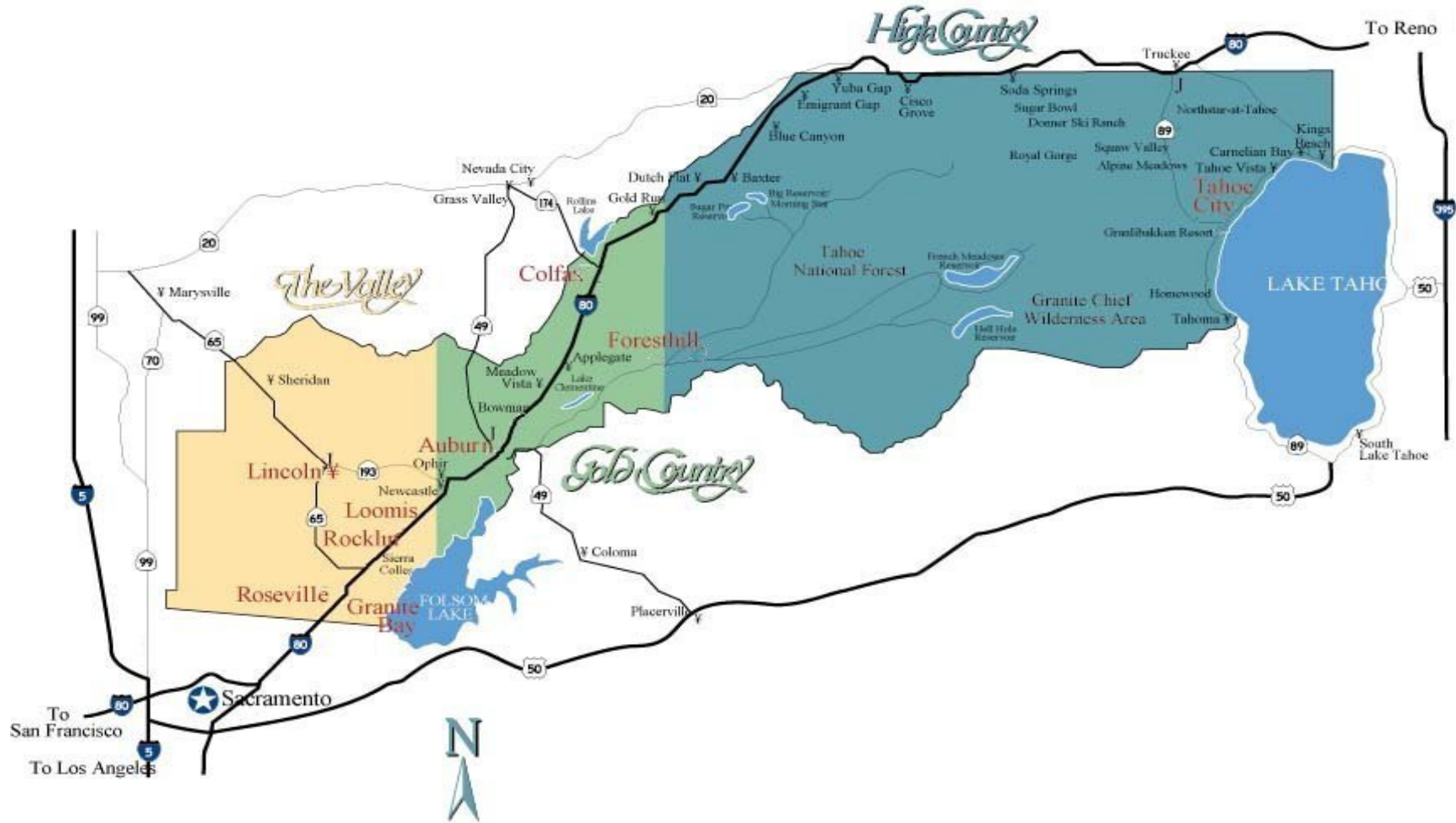
ATTACHMENT B – Network Diagram
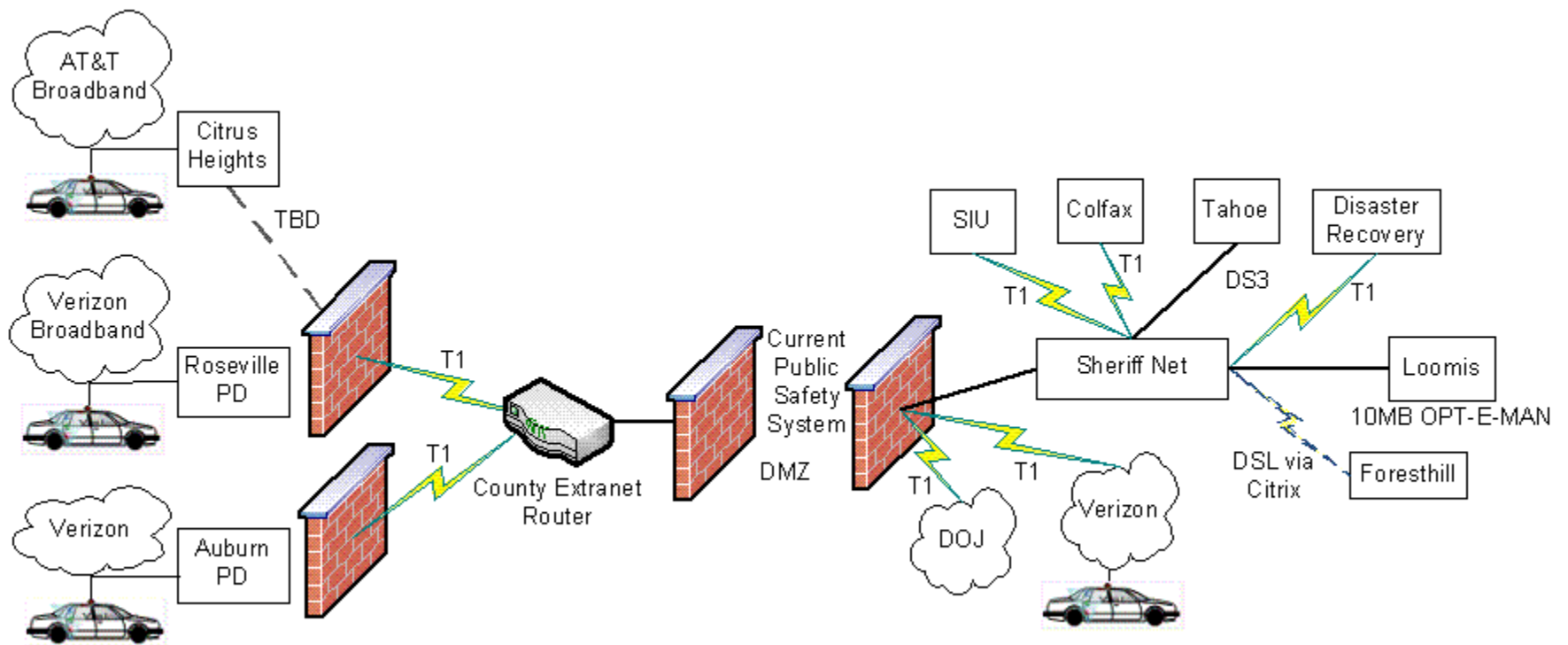
ATTACHMENT C – Network and Security Standards

ATTACHMENT C-1 – Placer County Network and Security Standards

Standards Required for Access to the Placer County Data Network

Last Updated: September 2010

Purpose

To define standard equipment, software, operating systems and network operating systems authorized for use on the Placer County enterprise data network.

Policy and Process

Unless specifically approved in writing by the Director of Administrative Services and the Deputy Director of Information Technology (IT), there will be no exceptions to the standards presented below. Exceptions will be considered only when the objects below cannot satisfy a requirement. Technology refresh is dependent upon individual department needs and the overall impact on the County-Wide IT environment. Older technology may adversely impact the network and should be replaced within the next procurement cycle or sooner. Any non-standard equipment or software causing network disruption will be immediately removed from the network.

All requests for network access should be made through the Customer Service Center (CSC) at x4357. To keep pace with technology, specifications will be reviewed and updated when appropriate.

* Dial-up modems or devices are not to be connected to the network. NOTE: Networked equipment must use the standard naming convention and operating system configuration.

Product Class	Product Name	Version
DBMS	Oracle	9i, 10G
DBMS	Microsoft SQL Server	2005, 2008
Desktop Antivirus	McAfee VirusScan	8.7i
Desktop Operating System	MS Windows	XP
Desktop UPS	Back-UPS Pro	
Desktop Workstation/PC	Dell Optiplex, Dell Precision	
Desktop/Workgroup Printer	HP DeskJet and LaserJet, Toshiba eStudio	
Encryption Software	GuardianEdge	9.5.1
Enterprise Email	Exchange	2007
Enterprise Management	Microsoft Systems Center Operations Manager	2007 R2
Enterprise Management	SolarWinds	
Ethernet Switch	HP	
Firewall Security	CheckPoint Firewall	r65
Help Desk Software	HEAT for Windows (32bit)	
Kiosk Lock-down Software	KioWare Lite	
Laptop, Notebook	Dell Latitude	
Media Sanitation Software	AccessData WipeDrive	
Mobile Communication Device	iPhone 3G or higher, Windows Mobile OS 6.1 or higher	
Modem*	Anything with Dial-back option enabled	N/A
Network Antivirus	Blue Coat Proxy AV/McAfee	5400
Network Backup Suite	CommVault Simpana	8
Network Interface Card (NIC)	Intel, Broadcom	Any 10/100/1000
Network MAN Transport	Metro Ethernet (AT&T OpteMAN, SureWest EtherMAN)	N/A
Network Media	10/100/1000baseT; GigEthernet: GbE, (1 GigE),10 GigE	N/A
Network Operating System	Microsoft Active Directory	AD 2003
Network Operating System	Microsoft Windows	2003, 2008, 2008 R2
Network Operating System	HP-UX	11.11, 11.31
Network Server	HP	9000
Network Server	Dell PowerEdge	R510, R610, R710, R900
Network Transport Protocol	IPv4	N/A
Network WAN Transport	T1, ADSL, DS3, OC3c, OC12	N/A
Office Suite	MS Office	2003, 2007
Remote Access	Citrix Secure Gateway/Citrix Client	3.0.1 / 11.2
Reporting Software	Business Objects	11
Router	Cisco, Juniper, Foundry	
Web Browser	Internet Explorer	IE 6
Web Server	Apache, IIS, Oracle App Server (OAS), Weblogic, Tuxedo	IIS 7, OAS 10.2, Weblogic 8.1, Tuxedo 8.1

Security Standards for the Placer County Data Network

As of: August 2010

Purpose, Policy and Process

To define standard security procedures and processes for computer system use on the Placer County enterprise data network. Unless otherwise approved by the requesting Department Head and Information Technology, there will be no exceptions to the policies and processes presented below. Contact the Customer Service Center (CSC) at x4357 with any questions relating to this document.

Authorization and Accountability

- Each individual must have a separate log-in account and password for network use.
- Only one logical connection to the network is allowed for each individual.
- Public and generic accounts must be restricted to specific workstation(s) and assigned to workgroups for select, specific business processes.

- Create passwords that have a minimum of 8 characters with a combination of alphabetic, numeric, and special characters.
- Change default passwords provided by the vendor for access to applications/systems on the network.
- Create different passwords for applications/systems on the network.
- Do not share or disclose passwords.
- Intruder lock-out must be enabled for passwords if the option is provided by the software.
- Do not record or write down passwords and store in a manner that can be easily accessed by others.
- All passwords must be changed on a specified, periodic basis.
- All requests for resetting network passwords must be made by the I.T. Liaison via email to the CSC.
- Immediately inform the CSC when log-in accounts are no longer required or will not be used for a period of 30 days or more.
- All log-in accounts not used for a period of 90 days will be disabled.
- All log-in accounts not used for a period of 365 days will be deleted.

System and Data Use
- Use is for County business only.
- Ensure vendors comply with security standards.
- Do not attempt to circumvent protection schemes or standards, or attempt to gain unauthorized access.
- Report any security vulnerabilities to the CSC.
- Do not divulge log-in accounts, system processes, data, or network information to unknown parties.
- Report any suspicious or illicit use to your department security coordinator.
- Ensure the physical security of system equipment and data.
- Use time-activated screensavers with password protection enabled.
- Log-off from the network when the work shift is completed, and turn off the workstation.
- Ensure only authorized staff maintain, move or modify County network systems and components.
- Do not connect modems to the network.
- Disconnect remote sessions (dial-in, Internet access, etc.) when remote task has been completed.
- Do not load or use unapproved software or data files on network-connected systems.
- Firewalls are required between networks interfacing to the Placer County Network.
- No wireless access points to the Placer County Network are allowed without IT authorization.
- No Internet Telephone software is allowed on the network without IT authorization.
- Comply with licensing requirements and copyright laws.
- Virus-check removable media before loading or installing the files.
- Do not disable virus-checking without authorization.
- Keep department supported systems current with security patches and updates.
- Ensure secure development practices are followed when creating programs or scripts.
- Assume all data is sensitive and confidential and protect it accordingly.
- Ensure all business-critical systems and data are backed-up with periodically validated processes.
- Do not test software or systems on the production network; use stand-alone test systems or the Test Network for testing instead.

ATTACHMENT D – Sample Contracts

ATTACHMENT D-1 - PLACER COUNTY
STANDARD INFORMATION SYSTEMS AGREEMENT

This agreement is made this ▓▓▓ day of _____, 2010 between Placer County, a political subdivision of the State of California (hereinafter referred to as the County) and ▓▓▓▓▓▓▓▓▓▓▓▓, (hereinafter referred to as the Contractor), both of which may be referred to as the "parties", subject to the following statements of fact:

RECITALS

Whereas, Placer County issued a written Request for Proposal for an Integrated Public Safety System (Placer County RFP No. 10042) seeking certain computer system software and related services; and

Whereas, in response to Placer County's RFP, Contractor submitted a written proposal to provide computer software and related services described within that RFP; and

Whereas, in providing the aforementioned system to County, Contractor will provide computer software and related services, all as more particularly described in the Exhibits; and

Whereas, subsequent to the final negotiations between the parties, County has agreed to acquire and Contractor has agreed to provide this system meeting the specifications set forth herein in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I
AGREEMENT FOR ACQUISITION

1.1   **Agreement.** Contractor hereby agrees to sell the license Contractor-owned software, procure license for third-party software, and provide related services to and for Placer County.

County hereby agrees to purchase the license Contractor-owned software, license the third-party software and procure related services from Contractor, all upon the terms, conditions and provisions of this Agreement.

1.2   **System Price.** The purchase price for all software, license fees for software, and fees for all related services within the Scope of Work (further defined in 1.4) is $_____ including any applicable sales taxes and is payable as provided in Part IV of this Agreement. The price includes all costs and license fees for software and related services for the period of 12 months from end of initial warranty period. The

County will incur additional maintenance and support fees after the first 12 months at prices not to exceed those listed in Exhibit F, Deliverable and Payment Schedule.

1.3 **Price Change.** If the Contractor's established purchase price for any item of equipment or software delivered hereunder shall be less on the date of installation thereof than the price for such equipment as specified herein, this Agreement shall be deemed to provide such lower price; if such price shall be higher, the prices set forth herein shall prevail.

1.4 **Scope of Work.** The Work includes the provision of all software and related services as set forth herein required to provide the System as described in Exhibits H, I and J and including the Continuing Standards of Performance requirements set forth in Section 3.4 of this Agreement.

1.5 **Form of Agreement.** The parties' entire agreement concerning the System consists of this Agreement; Exhibit A, County Request for Proposal; Exhibit J, Functional Descriptions; Exhibit H, Statement of Work; Exhibit G, Required Resources; Exhibit I, Project Work Plan; Exhibit B, Contractor's Proposal; Exhibit F, Deliverable and Payment Schedule; Exhibit E, Security Policy; Exhibit D, Contractor's Maintenance Agreement; and Exhibit C, Contractor's Licensing Agreement.

In the event of any conflict or inconsistency among documents related to this Agreement, said conflict or inconsistency shall be resolved by giving precedence in the order stated in the paragraph immediately preceding. Any variance where not covered by the above statement of document precedence shall be agreed to by both parties and shall be modified by an amendment to this Agreement.

1.6 **Duration of Agreement.** This Agreement will remain in effect until five years after final system acceptance or until termination according to the Termination Provision in Part VII.

PART II
ACQUISITION OF SYSTEM

2.1 **Order and Delivery.** All software shall be delivered by the Contractor in time to comply with the requirements of the Implementation Schedule presented in the Contractor's Proposal. All expense of delivery of the software to County shall be borne by the Contractor.

2.2 **Equipment Condition and Availability.** Equipment specified as manufactured by Contractor must be state-of-the-art, new, still in production, reliable, thoroughly tested in field use, and conservatively rated to perform the automated functions required hereunder without approaching the design limits of the system. Specific system requirements are defined in the Statement of Work, Exhibit H.

The type of equipment, features, and attachments Contractor furnishes County must be the most current version or release of the product available at the time of delivery.

2.3 **Site Preparation.** Contractor represents that the minimum and maximum electrical requirements set forth in the proposal, as well as all other permitted ranges of environmental variations are satisfactory for operation of the system. Contractor will be responsible for visiting, within 24 (twenty-four) hours of the effective date of this Agreement, the site and for gaining the information to determine what is necessary to fully prepare the site. Contractor shall inspect within 24 (twenty-four) hours following County's completion of site.

The cost of any physical or environmental alteration or modification required for the successful installation, operation, and/or maintenance of the system (either by Contractor or County) that can be directly attributed to incomplete or erroneous site specifications provided by the Contractor shall be borne by the Contractor at no cost to County.

2.4 **Acceptance**. The County's acceptance of the System shall be as provided in Part IV of this Agreement.

2.5 **Proprietary Rights and Manufacturer's Software.** County acknowledges that title to, ownership of and all applicable patents, copyrights and trade secrets in the Manufacturer's Software and all other proprietary information pertaining to the design, engineering and use are in the manufacturers of the software and shall not pass to County.

2.6 **Source Code.** Contractor shall provide the most recent copies of the application source code to County in accordance with the Deliverable and Payment Schedule, Exhibit F.

PART III
WARRANTIES

3.1 **Contractor Commitments, Warranties and Representations.** Any written commitment by the Contractor within the scope of this Agreement including all Exhibits shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the County. Such written commitments include 1) any warranty or representation made by the Contractor in the Proposal as to equipment or software performance, total System performance, or other physical or functioning characteristics of a machine or software system; 2) any warranty or representation made by the Contractor concerning the characteristics of the items described in 1) above, made in any publications, drawings, or specifications accompanying or referred to in the Functional Descriptions or the Statement of Work; and 3) any written notification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations and which is in this Agreement.

Notwithstanding the above Contractor agrees to warrant and guarantee all software and its performance provided under this Agreement for a minimum of 12 months

from final system acceptance unless a longer period is provided elsewhere in this Agreement or exhibits attached hereto as described above.

3.2   Maintenance. Contractor and its selected vendors agree to provide all parts, labor and support necessary to keep the System in good operating condition in accordance with the provisions contained in this Agreement's Exhibits for a minimum of a five year period from the date of the County's final acceptance of the system. (Maintenance charges may not begin for any module until 12 months after final system acceptance.) The Contractor agrees to provide maintenance support services to the County upon execution of the maintenance agreements for a minimum of 5 years from the final system acceptance date, in accordance with the maintenance agreements included herein in Exhibit D.

3.3   Single Call Problem Resolution. The System's Project Manager or designated alternate may contact the Contractor's Support Center to ask questions, seek advice, or obtain diagnostic analysis relating to the use of all modules within the System using a toll free number provided by the Contractor. Trained and competent Contractor Support Center personnel shall answer County inquiries and assist the County in utilizing the System, provide advice, analyze problems, provide workarounds, if and where possible, and correct or remedy any problems encountered with the System.

3.4   Continuing Standards of Performance. The Contractor agrees that subsequent to completion of the successful performance period and acceptance of the System by County, the availability, performance requirements and criteria established in this section and in the Statement of Work, Exhibit H, will be met throughout the full term of the agreement. System uptime requirements are 99.9% during the hours of 7:00 AM to 7:00 PM Pacific Coast Time for normal business days during each three month period over the five year proposed life of the system beginning after final system acceptance.

The effectiveness level (E) for a system is computed by dividing the operational use time (O) during the normal business hours stated above by the sum of that time plus systems failure downtime (S). For example, the formula would be $E = O/(O+S)$.

Systems failure downtime is that period of time when any machine or software module in the system is inoperable due to equipment failure or software problems and not caused by anything external to the system or the County's usage.

During a period of systems downtime the County may use operable modules and equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use.

Operational use time for performance testing for a system is defined as the accumulated time during which the central processing unit and all software modules are in actual operation including any interval of time between the start and stop of the central processing unit.

Downtime for each incident shall start from the time a user who cannot perform a Class 1 or Class 2 function[1] due to equipment or software problems notifies the County's Management Information Services Customer Service Center and the incident is logged into the Management Information System's tracking system.

Operational use and downtime shall be measured in whole minutes.

3.5 **Application Response Time.** This is defined as the interval that elapses the moment the user presses the "enter" key to the moment the last character of the computer's reply is received and control is handed back to the PC workstation. The Contractor agrees to ensure a maximum response time of 1 second during maximum load for text-based transactions. Maximum load is the load on the system when all workstations are active and all of the proposed system functions are running simultaneously. Response times will be based on a localized network segment. This will consist of the application host/server and the test PC, used for response time testing, with a dedicated wire speed Ethernet switching port. The load of additional PC workstations will be on a third Ethernet switching port. No other traffic will be on the test segment. The purpose of this architecture is to eliminate the impact of network overhead on the response time test. This test will be coordinated with input from the successful vendor. It is understood that batch operations and reports must be queued at the lowest priority when devices are active and will not be measured as part of response time. In addition, the County expects the system to meet these response time requirements taking into consideration 10% per year planned growth.

3.6 **Batch Processing Response Time.** Response times for schedules and ad hoc runs on the system will be optimized for an eight-hour period; that is, all batch runs need to complete processing in eight hours or less. If run times exceed eight hours, the system, including but not limited to operating system, processor(s), hard drives, RAM and controllers, should be re-specified to accommodate the eight hour limit. Contractor will be responsible for costs required to optimize the system to meet the above-referenced batch processing response time, including but not limited to costs for purchasing and installing system components, application program and database optimization.

3.7 **Remedies for Failure to Perform Following Final System Acceptance.** In the event Contractor breaches a warranty or fails to perform following final system acceptance within the requirements and criteria established in Section 3.4 and further referenced in the Exhibits following final system acceptance, County shall be entitled to damages, until Contractor corrects system problems and returns the performance to standards in this Agreement, as follows:

Class 1 Software Problem: Three times the daily maintenance rate per calendar day for each twenty-four (24) hour period. The daily maintenance rates will be calculated by dividing the total system annual maintenance rate by 365 days.

---

[1] Defined in 3.7

Class 1 problems shall be any failure, which prevents a module from operating or impedes the delivery of critical functions.

Class 2 Software Problem: Two times the daily maintenance rate per calendar day for each twenty-four (24) hour period. The daily maintenance rates will be calculated by dividing the total system annual maintenance rate by 365 days.

Class 2 problems shall be any failure which prevents other functions from operating, other than class 1 problems; failure of the system to perform to the maximum response time standards established in this Agreement; or an effectiveness level of less than 98% for any thirty (30) day period.

3.8   **Documentation.** Contractor shall provide current, accurate software documentation for the System for a period of five years following final system acceptance.

3.9   **Enhancements.** Enhancements, modifications, upgrades, and revisions to the software provided under this Agreement will be provided as part of Warranty and Maintenance Services under this Agreement for a period of five years following final system acceptance. Enhancements to the software refers to all maintenance modifications and major upgrades, new releases, and "fixes" released relating to operating systems and applications software. Updated documentation shall be made available before enhancements are loaded. The only extra cost for software will be an increase in the number of licenses for additional users if required by the County.

Contractor, if requested by County, will install such enhancements, upgrades and revisions and train County's personnel in the use thereof on a time and materials basis at the Contractor's then current rates.

3.10   **Additional License Costs.** Should the County require additional licenses, Contractor shall charge same price up to one (1) year and in accordance with the Bureau of Labor Statics, Producer Price Index for Software Processors, not seasonally adjusted (http://www.bls.gov/data/) each additional year.

3.11   **Price of Maintenance Services.** The Contractor agrees to provide the maintenance services as defined in this Agreement for as long as the system is installed and after the initial maintenance period as defined in Section 3.2. Such services shall be provided at prices indicated in the Deliverable and Payment Schedule, Exhibit F. Each annual increase shall be at or below the Consumer Price Index (for San Francisco – Oakland – San Jose, CA) up to a maximum increase of 4% per year.

3.12   **Connection to Other Equipment.** County shall have the right to connect the equipment herein contracted for to any equipment manufactured or supplied by others including telecommunications equipment, terminal devices and the like.

PART IV
IMPLEMENTATION, PAYMENT SCHEDULE AND RELATED SERVICES

4.1   **Implementation Schedule.** Implementation of the Work and the delivery and installation of software shall be completed in accordance with the schedule in the Project Workplan, Exhibit I.

4.2   **Delivery and Installation.** The Contractor shall deliver all software to County sites. The Contractor shall install and configure all software at County sites in accordance with the Specifications.

4.3   **Contractor Certification.** When the System components are delivered, installed, operational, integrated with all modules and systems as identified in Exhibits I and J, and fully tested by the Contractor, then the Contractor shall certify that fact to County in writing ("Contractor Certification"). Contractor Certification shall include the Contractor's statement that no mechanic's or other liens are of record upon the hardware for work, any subcontractor, or their employees, and that no claim or demand exists in favor of materials and/or labor furnished or supplied in the performance of the Work. Said Contractor Certification must be in writing and signed by an executive officer of the Contractor. Thereafter, a two-step acceptance test shall be performed by the County, assisted by the Contractor, in accordance with procedures set forth in Sections 4.4 and 4.5 of this Agreement.

4.4   **Functional Acceptance.** Functional Acceptance will be performed on each individual module as it is installed, integrated with other modules and systems, and certified by the Contractor. Within twenty (20) business days of Contractor's giving of Contractor Certification, County shall run the functional and benchmark tests County deems necessary to determine that the functions of the System match those of the Specifications contained in Exhibits A, B, and J of this Agreement.

County's determination that the System's operation and functionality matches the Specifications shall be deemed functional acceptance of the System. Functional Acceptance shall not prejudice County's right to accept or reject the System under Section 4.5 of this Agreement.

4.5   **Final System Acceptance.** Functional Acceptance of the System, including complete testing of integration among the modules and with interfaced systems, and other portions of the Work shall be as provided in Section 4.6, the completion of which shall be deemed Final System Acceptance.

4.6   **Final System Acceptance Procedures.** When all of the modules are installed, fully integrated with other System modules and the systems identified in Exhibits I and J and have the County's Functional Acceptance, County shall begin the process to accept or reject the System by operating the System in accordance with its normal operating practices over a 30 business day period to determine if the System is free from error that interferes with the normal operation of System and the reliability standards set forth in Exhibit J of this Agreement. County's acceptance, conditional acceptance or rejection shall be by written notice given within forty-five (45) business

days of the Functional Acceptance of the last module being completed and, if a conditional acceptance or rejection is made, County's notice shall set forth in reasonable detail the basis for its position. The Contractor shall have twenty (20) business days to cure, or if cure within that time is not possible, to begin and diligently pursue the cure of, the defects noted by County by either (a) modifying or adjusting the System; (b) replacing or adding such components as may be necessary to make the system free from error that interferes with the normal operation of system; or (c) at the option of County, reducing the price by an amount to be mutually agreed; if no reduction can be agreed to within five days after the County requested re-negotiation, then the Contractor shall perform under either clause (a) or (b) above. After any adjustment, modification, repair or replacement by the Contractor under the Section, any relevant portions of the tests described in Section 4.5 shall be run again for County to determine its acceptance or rejection of the System. If after again running any relevant portion of the tests described in Section 4.5 of this Agreement, the System still fails to be free from error that interferes with the normal operation of system, then County shall have the right to:

(i) Cancel this Agreement, obtain a full refund in exchange for returning all items of software and other deliverables for which the County has paid or would otherwise be obligated to pay;

(ii) Cancel any portion of this Agreement, obtain a full refund in exchange for returning all items of software and other deliverables related to that portion of the Agreement which is canceled and for which the County has paid or would otherwise be obligated to pay; or

(iii) Begin Functional Acceptance again, followed by Final Acceptance.

4.7 **Payment Terms.** Payment of the System price shall be made in installments based on the County's acceptance of each deliverable and according to the deliverable and payment schedule attached as Exhibit F. The County will remit payment within 30 days of receipt of an invoice, unless the Contractor is notified of exceptions in writing within 10 days of receipt of invoice. A twenty percent (20%) retainage will be withheld from each invoice. The total retainage will be remitted upon the County's acceptance of the system following completion of the Final Acceptance Test described in Section 4.5.

4.8 **Training.** Training courses shall remain available to County from the Contractor as long as the System to be delivered hereunder remains installed and in use by the County. All training required to implement the system is included within the price of this contract. After Final System Acceptance, training courses shall be billed at the cost specified in the cost proposal. If no cost is specified, then it will be presumed that all training for the life of the system will be at no cost to County.

4.9 **Non-Exclusiveness of Remedies.** Any right or remedy on behalf of County (or on behalf of any other entity possessing the right or permission to buy under these specifications) provided for in any part of these specifications, including, but not limited to any guaranty or warranty or any remedy for Contractor's non-performance,

shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

PART V
INSTALLATION DEPENDENCIES AND DELAYS

5.1   **Delays by Contractor.** Strict adherence to the scheduled delivery and installation dates is vitally important. If the Contractor does not install the system and make it available to County on or before the contracted installation date of _____, 20__, then the Contractor shall pay as fixed and agreed liquidated damages the sum of five hundred dollars ($500) for each available calendar day's delay as defined by County, beginning with the installation date.

5.2   **Delays by County.** The obligations of County in connection herewith are set forth in Exhibit G. County agrees to provide such personnel in accordance with Exhibit G or to provide substitute personnel. The Contractor agrees to notify the County on a bi-weekly basis of any claim of delay.

PART VI
ADDITIONAL TERMS AND CONDITIONS OF THE WORK

6.1   **Storage of Materials; Cleaning Up.** It shall be the Contractor's responsibility for storage of any materials and County will not be responsible for loss of, or damage to, materials, tools, appliances or work arising from acts of theft, vandalism, malicious mischief or other causes unless caused by the negligence of County or County's failure to provide Contractor with secure storage space.

6.2   **Extra Work.** No claims for extra work will be allowed unless the same shall have been previously ordered by County in a written change order, as described in Section 6.3 of this Agreement.

6.3   **Change Orders.** Contractor agrees to modify its software so it will produce all required reports included in the price of this contract. Other modifications to software not possible through customization of available functions may require change orders. Design, development and implementation work on change orders will be performed at the personnel and other billing rates specified in the Contractor's proposal and incorporated into this Agreement. The Contractor and County shall negotiate in good faith and in a timely manner as to the number of hours required for each change order. When the parties reach an agreement, the precise modification, criteria for acceptance, required completion date, and a "fixed fee" will be documented on a County-standard Contractor Task Management Form and attachments, if necessary, signed by the Contractor and County Project Manager, and completed by the Contractor as so stated. When each modification is accepted by the County Project Manager according to the criteria documented on the Contractor Task Management Form, the Contractor will invoice the County according to Section 4.7 of this Agreement.

6.4 **Reports.** The Contractor shall submit written monthly reports on the status of the work so County is kept fully informed of Contractor resource availability, project progress, delays, potential delays, potential resource issues, etc. County may designate, from time to time, its Project Manager or other representative to whom required reports shall be directed. County will determine the format, level of detail, and primary areas of interest. The Contractor may include additional information.

6.5 **Security Policy.** All Contractor security practices and procedures must be compatible with and sufficient to satisfy County's Security policy attached as Exhibit E.

6.6 **Software Application Controls.** Contractor shall not negatively impact County systems and data. For example, if Contractor proposes any software which contains traps which are designed to terminate or disrupt the operation of the software at the end of any term, or for failure to install the software on the designated CPU or for any other purpose, Contractor shall give County written notification of the existence of such software traps no later than time of proposal.

If Contractor proposes using in the software any features which can be invoked by the use of special passwords, or which use a supervisor mode, master mode, route, or backdoor means to invoke special features of the software, Contractor shall provide County with documentation on the use of such features no later than time of proposal.

If Contractor proposes software which modifies upon installation on a given personal computer or microcomputer (PC) so as to prevent that software from being used on another PC, then Contractor shall inform County at time of proposal.

6.7 **Confidentiality and Proprietary Information.** Since the work for which Contractor is engaged may include knowledge and information of a proprietary nature to County, Contractor shall receive such knowledge and information in confidence and shall not, except as required in the conduct of County's business, or as authorized in writing by County, publish or disclose or authorize anyone else to publish, disclose or make use of such information or knowledge. This prohibition as to publication and disclosure shall not restrict Contractor in the exercise of its technical skill providing that the exercise of such skill does not involve the disclosure to others of information considered sensitive or proprietary to County. Contractor shall, upon demand, promptly surrender any such information to County.

PART VII
GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT

7.1 **Independent Contractor.** The Contractor is acting as an independent contractor and not as an agent, distributor or representative of the County for any purpose.

7.2 **Assignment.** Neither party shall have the right to assign all or any portion, of its rights and licenses granted or delegate any obligations assumed under this Agreement, and

any attempted assignment or delegation shall be null and void; provided, however, the Contractor shall have the right to delegate matters to the subcontractors referenced in the Exhibits and such other subcontractors as are approved by County.

7.3 **Termination.** This Agreement will terminate or may be terminated as provided in the following sections.

7.4 **Termination by County.** This Agreement may terminate or may be terminated by County for any or all of the following reasons:

   (i)   For any default by Contractor,

   (ii)   For the convenience of County,

   (iii) In the event of the insolvency of or declaration of bankruptcy by the Contractor, or

   (iv)   In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of County's future obligations hereunder, as each of these is described in the following Sections.

7.5 **Termination for Default.** The failure of the Contractor to comply substantially with any material term, condition, or provision of this Agreement shall constitute a default. In the event of default, County shall notify the Contractor of the specific act or omission by Contractor that constitutes default. The Contractor shall have twenty (20) business days from the date of receipt of such notification to cure such default or, if such default is not capable of being cured within twenty (20) business days, to begin and diligently pursue such cure. In the event of such default, and during the above-specified grace period, performance under this Agreement shall continue as though the default had never occurred. In the event the default is not cured within the above-specified grace period, then County may, at its sole option, terminate this Agreement for default. Such termination shall be accomplished by written notice of termination and shall be effective at the close of business on the date specified in the notice.

7.6 **Termination for Convenience.** County may terminate performance of work under the agreement in whole or in part whenever for any reason County shall determine that such termination is in the best interest of County. In the event that County elects to terminate the agreement pursuant to this provision, it shall so notify the Contractor in writing at least thirty (30) days in advance and the termination shall be effective as of the date specified in the notice. The agreement shall terminate without further obligation of County as of that moment, except the Contractor shall be paid for all work performed to the effective date of termination.

7.7 **Termination for Bankruptcy or Insolvency.** In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating

to insolvency or the protection of the rights of creditors, County will have access to the source code for the sole purpose of maintaining and updating the System to avoid cessation of service or loss to the County. County may, at its option, terminate this Agreement. In the event County elects to terminate this Agreement under this provision, it shall do so by sending notice of termination to the Contractor and the date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

7.8 **Termination for Unavailability of Funds.** Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by County solely from funds received by County from normal operations. In the event such funds are determined in the sole discretion of the County Board of Supervisors to no longer exist or to be insufficient with respect to the charges payable hereunder, this Agreement shall terminate without further obligation of County thirty (30) days after Contractor's receipt of written notice of termination, except the Contractor shall be paid for all Work performed to the effective date of termination. In such event, the Board of Supervisors shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

7.9 **Procedure on Termination.** Upon termination of this Agreement by the County as provided by Section 7.4, the Contractor shall:

(i) Stop work under the agreement on the date and to the extent specified in the notice of termination,

(ii) Place no further orders or subcontract for materials, sendees or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated,

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination,

(iv) Assign to County in the manner and to the extent directed by the County all of the Contractor's right, title, and interest under the orders or subcontracts so terminated, in which case County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,

(v) With the approval of County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the agreement,

(vi) Take such action as may be necessary, or as County may reasonably direct, for the protection and preservation of any and all property or information related to the agreement which is in the possession of the Contractor and in which County has or may acquire an interest, and

(vii)   Within ten (10) business days from the effective date of the termination, the Contractor shall deliver to County all drawings, computer program source code, computer input and output, analyses, plans, tests, maps, and written materials necessary to the continued performance of the System as specified by County, to the extent that the County has paid for such deliverables. All materials shall be licensed by the Contractor to County under the terms of Part III of this Agreement.

7.10   **Payment on Termination for Convenience.** If this Agreement is terminated for the convenience of County under the provisions of Section 7.6 of this Agreement, then the County shall pay the Contractor for services rendered by the Contractor up to the date of termination as mutually agreed upon by the Contractor and County.

7.11   **Laws to be Observed.** The Contractor shall perform the Work in compliance with all federal and state laws and local ordinances which in any manner affect those engaged or employed in the Work or which in any manner affect the conduct of the Work.

7.12   **Governing Laws.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of which County is a political subdivision. The proper venue shall be County, or if appropriate the Federal District Court for the Eastern District of California sitting in Sacramento, California.

7.13   **Permits and Licenses.** Except with respect to permits, licenses, fees and notices imposed or required by County's site preparation to be completed by County as required by this Agreement, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work.

7.14   **Taxes, Insurance and Miscellaneous Expenses.** All statements of prices, fees and charges payable to the Contractor are all-inclusive; including but not limited to such fees as delivery, applicable sales taxes, transit insurance and other expenses of delivery. County is not obligated to pay for any charges beyond the system price identified in Section 1.2 and modifications approved on Contractor Task Management Forms according to Section 6.3 of this Agreement.

7.15   **Force Majeure.** Neither party shall be responsible for delays resulting from causes beyond the control of the party including, but not limited to, delays resulting from governmental action, inability to obtain services, power failures, acts of God and the failure of any product or service not manufactured or provided by the party.

7.16   **No Third Party Beneficiaries.** This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

7.17 Nondiscrimination Standards. The Contractor will not discriminate against employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

7.18 Conflict of Interest. The Contractor hereby certifies that no officer, agent or employee of County who may have a pecuniary interest in this Agreement has participated in the contract negotiations on the part of County, that the Proposal was submitted in good faith without fraud, collusion or connection of any kind with any other vendor for the same call for proposals and the Contractor has competed solely in its own behalf without obligation to any undisclosed person or firm.

7.19 Notices. Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

      If to the County:

          Placer County Procurement
          2962 Richardson Drive
          Auburn, California 95603
          Phone: (530) 889-7776
          FAX: (530) 889-4274

      If to Contractor:

          _____
          _____
          _____

7.20 Insurance. CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

7.21 Workers Compensation Insurance and Employers Liability Insurance.
Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars ($1,000,000) each accident for bodily injury by accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

7.22   General Liability Insurance.

A.   Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

B.   Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.   One of the following forms is required:

1.   Comprehensive General Liability;

2.   Commercial General Liability (Occurrence); or

3.   Commercial General Liability (Claims Made).

C.   If Contractor carries a Comprehensive General Liability policy; the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars ($1,000,000) each occurrence
- Two million dollars ($2,000,000) aggregate

D.   If Contractor carries a Commercial General Liability (Occurrence) policy:

1.   The limits of liability shall not be less than:
- One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars ($1,000,000) for Products-Completed Operations
- Two million dollars ($2,000,000) General Aggregate

2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

E. Special Claims Made Policy Form Provisions: Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

1. The limits of liability shall not be less than:
   - One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
   - One million dollars ($1,000,000) aggregate for Products Completed Operations
   - Two million dollars ($2,000,000) General Aggregate;

2. The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

7.23 Endorsements. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

7.24 Automobile Liability Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7.25 Professional Liability Insurance (Errors and Omissions). If CONTRACTOR sub-contracts in support of CONTRACTORs work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars ($1,000,000) in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

7.26 **Modifications.** This Agreement may be modified only by mutual written agreement by both parties.

7.27 **Waiver.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

7.28 **Headings.** The headings of parts, sections and Sections used in this Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the agreement.

7.29 **Number and Gender.** Whenever applicable within this Agreement, the singular shall include the plural and the plural shall include the singular and a pronoun of one gender shall refer to any appropriate gender.

7.30 **Severability.** Unless expressly provided otherwise, the provisions of this Agreement are severable, and the unenforceability of any provision shall not affect the enforceability of any other provision of this Agreement.

7.31 **Inurements.** The terms of this Agreement shall inure to the benefit of the parties, including their successors and permissible assigns, if any.

7.32 **Counterparts.** This Agreement may be executed simultaneously or concurrently in one or more counterparts, each of which shall be deemed a duplicate original but all of which together shall constitute one and the same agreement.

7.33 **Entire Agreement.** The making, execution and delivery of this Agreement has been induced by no representations, statements, warranties or other agreements except as expressed by the written terms of this Agreement. The County acknowledges that no employee, agent or representative of the Contractor has the authority to bind the Contractor to any representation not expressly contained in a written agreement signed by an executive officer of the Contractor. This Agreement embodies the entire understanding of the parties and supersedes all prior or contemporaneous proposals, purchase orders, understandings, representations, conditions, warranties, covenants and other telecommunications between the parties, whether oral or written, relating to the subject of the agreement unless expressly set forth or referred to in the agreement. The parties agree that this Agreement may not in any way be contradicted by a prior or existing course of dealing between them or by any usage of trade or custom. Further, any contradiction between this Agreement and the Contractor's

sublicense agreements and any Exhibits attached to this Agreement shall be resolved by giving the County Standard Information Systems Agreement controlling interest.

7.34   **Hold Harmless and Indemnification Agreement.**   The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement.   CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR.   CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent.   This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

Liabilities and Remedies for Infringement

Contractor hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against County to the extent such Liabilities result from a claim that the software provided by Contractor violates a third party's trade secrets, proprietary information, trademark, copyrights, patent or other proprietary rights. County shall promptly notify Contractor of any third party claim subject to indemnification hereunder and Contractor shall have the right to conduct the defense or settlement of any such third party claim at Contractor's sole expense and County shall cooperate with Contractor in connection therewith. The foregoing provisions shall not apply to any infringement arising out of (i) use of the software other than in accordance with applicable documentation or instructions supplied by Contractor or (ii) any alteration, modification or revision of the software and not explicitly authorized by Contractor.

In case any of the software or any portion thereof is held to constitute infringement and the use thereof is enjoined, Contractor shall within a reasonable time, at Contractor's option, either (i) secure for the license the right to continue the use of such infringing item by procuring for the licensee a license or other permission as will enable Contractor to secure the suspension of any injunction or (ii) replace, at

Contractor's sole expense, such item with substantially equivalent non-infringing Item or modify such item so that it becomes non-infringing. In the event Contractor is unable to procure the aforementioned license or permission or replace the infringing item as provided herein, Contractor shall accept the return of the infringing item and refund to County the amount paid to Contractor for such item and associated professional service fees.

The provisions of this paragraph state Contractor's entire liability and County's sole remedy with respect to infringement. As used above, the term County means County or its officers, agents, employees, and volunteers.

7.35 **Contractor's Power and Authority.** The Contractor warrants that it has full power and authority to grant the rights herein granted. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of County under this Agreement.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

_____
Printed Name and Title

Approved As to Form

By: _____
County Counsel

CONTRACTOR*

By: _____
Name: _____
Title: President/ Vice President

By: _____
Name: _____
Title: Secretary

*Agreement must be signed by two corporate officers if a corporation; one <u>must</u> be the secretary of the corporation, and the other may be either the President or Vice President, <u>unless</u> an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

STANDARD INFORMATION SYSTEMS AGREEMENT

CONTRACT EXHIBIT LIST

(to be prepared upon successful negotiation with the awarded firm)

A	Placer County Request for Proposal
B	Contractor's Proposal
C	Contractor's Licensing Agreement
D	Contractor's Maintenance Agreement
E	Placer County Security Policy
F	Deliverable and Payment Schedule
G	Required Resources
H	Statement of Work
I	Project Work Plan
J	Functional Descriptions

ATTACHMENT D-2 - CITY OF ROSEVILLE
INFORMATION SYSTEMS AGREEMENT

This agreement is made this ▟▟▟ day of _____, 2010 between the City of Roseville, California (hereinafter referred to as Roseville) and ▟▟▟▟▟▟▟▟▟▟, (hereinafter referred to as the Contractor), both of which may be referred to as the "parties", subject to the following statements of fact:

RECITALS

Whereas, Placer County issued a written Request for Proposal for an Integrated Public Safety System (Placer County RFP No. 10042) seeking certain computer system hardware, software and related services; and

Whereas, the City of Roseville is in partnership with Placer County for an Integrated Public Safety System and will participate in the selection (Placer County RFP No. 10042) of certain computer system hardware, software and related service; and

Whereas, in response to Placer County's RFP, Contractor submitted a written proposal to provide computer hardware, software and related services described within that RFP; and

Whereas, in providing the aforementioned system to the City of Roseville, Contractor will provide computer hardware, software and related services, all as more particularly described in the Exhibits; and

Whereas, subsequent to the final negotiations between the parties, the City of Roseville has agreed to acquire and Contractor has agreed to provide this system meeting the specifications set forth herein in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I
AGREEMENT FOR ACQUISITION

1.1 **Agreement.** Contractor hereby agrees to sell the hardware, license Contractor-owned software, procure license for third-party software, and provide related services to and for the City of Roseville.

Roseville hereby agrees to purchase the hardware, license the Contractor-owned software, license the third-party software and procure related services from Contractor, all upon the terms, conditions and provisions of this Agreement.

1.2 **System Price.** The purchase price for all hardware, software, license fees for software, and fees for all related services within the Scope of Work (further defined in 1.4) is $_____ including any applicable sales taxes and is payable as provided in

Part IV of this Agreement. The price includes all costs and license fees for software, hardware and related services for the period of 12 months from end of initial warranty period. Roseville will incur additional maintenance and support fees after the first 12 months at prices not to exceed those listed in Exhibit F, Deliverable and Payment Schedule.

1.3 **Price Change.** If the Contractor's established purchase price for any item of equipment or software delivered hereunder shall be less on the date of installation thereof than the price for such equipment as specified herein, this Agreement shall be deemed to provide such lower price; if such price shall be higher, the prices set forth herein shall prevail.

1.4 **Scope of Work.** The Work includes the provision of all hardware, software and related services as set forth herein required to provide the System as described in Exhibits H, I and J and including the Continuing Standards of Performance requirements set forth in Section 3.4 of this Agreement.

1.5 **Form of Agreement.** The parties' entire agreement concerning the System consists of this Agreement; Exhibit A, Placer County Request for Proposal; Exhibit J, Functional Descriptions; Exhibit H, Statement of Work; Exhibit G, Required Resources; Exhibit I, Project Work Plan; Exhibit B, Contractor's Proposal; Exhibit F, Deliverable and Payment Schedule; Exhibit E, Security Policy; Exhibit D, Contractor's Maintenance Agreement; Exhibit K, General Insurance Requirements and Exhibit C, Contractor's Licensing Agreement.

In the event of any conflict or inconsistency among documents related to this Agreement, said conflict or inconsistency shall be resolved by giving precedence in the order stated in the paragraph immediately preceding. Any variance where not covered by the above statement of document precedence shall be agreed to by both parties and shall be modified by an amendment to this Agreement.

1.6 **Duration of Agreement.** This Agreement will remain in effect until five years after final system acceptance or until termination according to the Termination Provision in Part VII.

<div align="center">

PART II
ACQUISITION OF SYSTEM

</div>

2.1 **Order and Delivery.** All ~~hardware~~ and software shall be delivered by the Contractor in time to comply with the requirements of the Implementation Schedule presented in the Contractor's Proposal. The risk of loss to the hardware shall remain with the Contractor until final system acceptance by Roseville. Timely acquisition of the hardware is the sole responsibility of the Contractor. All expense of delivery of the hardware and software to Roseville shall be borne by the Contractor.

2.4 **Equipment Condition and Availability.** Equipment specified as manufactured by Contractor must be ~~furnished as~~ state-of-the-art, new, still in production, reliable, thoroughly tested in field use, and conservatively rated to perform the automated

functions required hereunder without approaching the design limits of the system. Specific system requirements are defined in the Statement of Work, Exhibit H.

The type of equipment, features, and attachments Contractor furnishes Roseville must be the most current version or release of the product available at the time of delivery.

2.5 **Site Preparation.** Contractor represents that the minimum and maximum electrical requirements set forth in the proposal, as well as all other permitted ranges of environmental variations are satisfactory for operation of the system. Contractor will be responsible for visiting, within 24 (twenty-four) hours of the effective date of this Agreement, the site and for gaining the information to determine what is necessary to fully prepare the site. Contractor shall inspect within 24 (twenty-four) hours following Roseville's completion of site.

The cost of any physical or environmental alteration or modification required for the successful installation, operation, and/or maintenance of the system (either by Contractor or Roseville) that can be directly attributed to incomplete or erroneous site specifications provided by the Contractor shall be borne by the Contractor at no cost to Roseville.

2.4 **Acceptance**. The City of Roseville's acceptance of the System shall be as provided in Part IV of this Agreement.

2.5 **Proprietary Rights in Hardware and Manufacturer's Software.** Roseville acknowledges that title to, ownership of and all applicable patents, copyrights and trade secrets in the Manufacturer's Software and all other proprietary information pertaining to the design, engineering and use of the ~~hardware~~ software are in the various manufacturers of the hardware/software and shall not pass to Roseville.

2.5 **Source Code.** Contractor shall provide the most recent copies of the application source code to Roseville in accordance with the Deliverable and Payment Schedule, Exhibit F.

2.6 **Performance Bond.** The vendor may be required to obtain a performance bond issued by a reputable surety company authorized to do business in the State of California in the amount of the full contract price unless an amount is otherwise specified by Roseville. The performance bond shall be conditioned upon the prompt, proper and efficient performance of this Agreement, and should be purchased within fifteen (15) calendar days from date of notification of award. In view of the fact that the bond may be waived, the vendors are requested to quote additional discount in dollars or percent to be offered to Roseville in the event the performance bond is waived. Roseville reserves the right to reject the proposal if the total Agreement price and the amount of the discount offered to waive the performance bond are not stated separately. The performance bond shall be forfeited by the vendor in the event that the vendor is unable to properly, promptly and efficiently perform the Agreement and/or the Agreement is terminated by default or bankruptcy. Vendor may propose alternate security arrangements, such as an unconditional letter of credit, in addition

to the performance bond, which may be accepted by the City of Roseville as security, as an alternative, in its sole discretion.

PART III
WARRANTIES

3.1   **Contractor Commitments, Warranties and Representations.** Any written commitment by the Contractor within the scope of this Agreement including all Exhibits shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the City of Roseville. Such written commitments include 1) any warranty or representation made by the Contractor in the Proposal as to equipment or software performance, total System performance, or other physical or functioning characteristics of a machine or software system; 2) any warranty or representation made by the Contractor concerning the characteristics of the items described in 1) above, made in any publications, drawings, or specifications accompanying or referred to in the Functional Descriptions or the Statement of Work; and 3) any written notification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations and which is in this Agreement.

Notwithstanding the above Contractor agrees to warrant and guarantee all software and hardware and their performance provided under this Agreement for a minimum of 12 months from final system acceptance unless a longer period is provided elsewhere in this Agreement or exhibits attached hereto as described above.

3.2   **Maintenance.** Contractor and its selected vendors agree to provide all parts, labor and support necessary to keep the System in good operating condition in accordance with the provisions contained in this Agreement's Exhibits for a minimum of a five year period from the date of Roseville's final acceptance of the system. (Maintenance charges may not begin for any module until 12 months after final system acceptance.) The Contractor agrees to provide maintenance support services to Roseville upon execution of the maintenance agreements for a minimum of 5 years from the final system acceptance date, in accordance with the maintenance agreements included herein in Exhibit D.

3.3   **Single Call Problem Resolution.** The System's Project Manager or designated alternate may contact the Contractor's Support Center to ask questions, seek advice, or obtain diagnostic analysis relating to the use of all modules within the System using a toll free number provided by the Contractor. Trained and competent Contractor Support Center personnel shall answer Roseville inquiries and assist Roseville in utilizing the System, provide advice, analyze problems, provide workarounds, if and where possible, and correct or remedy any problems encountered with the System.

3.4   Continuing Standards of Performance. The Contractor agrees that subsequent to completion of the successful performance period and acceptance of the System by Roseville, the availability, performance requirements and criteria established in this section and in the Statement of Work, Exhibit H, will be met throughout the full term of the agreement. System uptime requirements are 99.9% 24 hours per day, seven days per week during each three month period over the five year proposed life of the system beginning after final system acceptance.

The effectiveness level (E) for a system is computed by dividing the operational use time (O) during the business hours stated above by the sum of that time plus systems failure downtime (S). For example, the formula would be $E = O/(O+S)$.

Systems failure downtime is that period of time when any machine or software module in the system is inoperable due to equipment failure or software problems and not caused by anything external to the system or the Roseville's usage.

During a period of systems downtime Roseville may use operable modules and equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use.

Operational use time for performance testing for a system is defined as the accumulated time during which the central processing unit and all software modules are in actual operation including any interval of time between the start and stop of the central processing unit.

Downtime for each incident shall start from the time a user who cannot perform a Class 1 or Class 2 function[2] due to equipment or software problems notifies Roseville's Information Technology Service Desk and the incident is logged into the Service Desk tracking system.

Operational use and downtime shall be measured in whole minutes.

The Contractor also agrees that subsequent to completion of the successful performance period and acceptance of the System by Roseville, that maintenance processes, criteria and personnel exist to support the system. The Contractor must meet the performance requirements and criteria established in this section and in the City of Roseville Software Maintenance Agreement, Exhibit L, for the full term of the agreement.

3.5   Application Response Time. This is defined as the interval that elapses the moment the user presses the "enter" key to the moment the last character of the computer's reply is received and control is handed back to the PC workstation. The Contractor agrees to ensure a maximum response time of 1 second during maximum load for text-based transactions. Maximum load is the load on the system when all

---

[2] Defined in 3.7

workstations are active and all of the proposed system functions are running simultaneously. Response times will be based on a localized network segment. This will consist of the application host/server and the test PC, used for response time testing, with a dedicated wire speed Ethernet switching port. The load of additional PC workstations will be on a third Ethernet switching port. No other traffic will be on the test segment. The purpose of this architecture is to eliminate the impact of network overhead on the response time test. This test will be coordinated with input from the successful vendor. It is understood that batch operations and reports must be queued at the lowest priority when devices are active and will not be measured as part of response time. In addition, Roseville expects the system to meet these response time requirements taking into consideration 10% per year planned growth.

3.6   **Batch Processing Response Time.** Response times for schedules and ad hoc runs on the system will be optimized for an eight-hour period; that is, all batch runs need to complete processing in eight hours or less. If run times exceed eight hours, the system, including but not limited to operating system, processor(s), hard drives, RAM and controllers, should be re-specified to accommodate the eight hour limit. Contractor will be responsible for costs required to optimize the system to meet the above-referenced batch processing response time, including but not limited to costs for purchasing and installing system components, application program and database optimization.

3.7   **Remedies for Failure to Perform Following Final System Acceptance.** In the event Contractor breaches a warranty or fails to perform following final system acceptance within the requirements and criteria established in Section 3.4 and further referenced in the Exhibits following final system acceptance, Roseville shall be entitled to damages, until Contractor corrects system problems and returns the performance to standards in this Agreement, as follows:

Class 1 Hardware and Software Problem: One percent of the total annual maintenance rate for each twenty-four (24) hour accumulation of down time within the maintenance contract year

Class 1 problems shall be any failure, which prevents a module from operating or impedes the delivery of critical functions.

Class 2 Hardware and Software Problem: One-half percent of the total annual maintenance rate for each twenty-four (24) hour accumulation of down time within the maintenance contract year.

Class 2 problems shall be any failure which prevents other functions from operating, other than class 1 problems; failure of the system to perform to the maximum response time standards established in this Agreement; or an effectiveness level of less than 98% for any thirty (30) day period.

3.8   **Need for Equipment Due to Emergency.** The Contractor shall make every reasonable effort to assist Roseville in procuring use of equipment compatible with that provided under this Agreement to meet emergencies such as a major breakdown or unforeseen

peak loads. Contractor shall bill Roseville on a time and materials basis at the Contractor's then current rates when providing such assistance to Roseville.

3.9   Documentation. Contractor shall provide current, accurate hardware and software documentation for the System for a period of five years following final system acceptance.

3.10   Enhancements. Enhancements, modifications, upgrades, and revisions to the software provided under this Agreement will be provided as part of Warranty and Maintenance Services under this Agreement for a period of five years following final system acceptance. Enhancements to the software refers to all maintenance modifications and major upgrades, new releases, and "fixes" released relating to operating systems and applications software. Updated documentation shall be made available before enhancements are loaded. The only extra cost for software will be an increase in the number of licenses for additional users if required by the Roseville for software not under site license.

Contractor, if requested by Roseville, will install such enhancements, upgrades and revisions and train Roseville's personnel in the use thereof on a time and materials basis at the Contractor's then current rates.

3.11   Additional License Costs. Should Roseville require additional licenses, Contractor shall charge same price up to one (1) year and in accordance with the Buruau of Labor Statics, Producer Price Index for Software Processors, not seasonally adjusted (http://www.bls.gov/data/) each additional year.

3.12   Price of Maintenance Services. The Contractor agrees to provide the maintenance services as defined in this Agreement for as long as the system is installed and after the initial maintenance period as defined in Section 3.2. Such services shall be provided at prices indicated in the Deliverable and Payment Schedule, Exhibit F. Each annual increase shall be at or below the U.S. Cities Consumer Price Index up to a maximum increase of 4% per year.

3.13   Connection to Other Equipment. Roseville shall have the right to connect the equipment herein contracted for to any equipment manufactured or supplied by others including telecommunications equipment, terminal devices and the like.

PART IV
IMPLEMENTATION, PAYMENT SCHEDULE AND RELATED SERVICES

4.1   Implementation Schedule. Implementation of the Work and the delivery and installation of hardware and software shall be completed in accordance with the schedule in the Project Workplan, Exhibit I.

4.2   Delivery and Installation. The Contractor shall deliver, unpack, and uncrate all hardware and software to Roseville sites. Following installation of the hardware, Contractor shall test all hardware in accordance with the manufacturer's standard installation diagnostic procedures, if any. The Contractor shall provide Roseville's

Project Manager, or designee, with at least 3 days' notice of when the hardware and software installation, diagnostic tests and procedures will be performed. The Contractor shall install and configure all hardware and software at Roseville sites in accordance with the Specifications.

4.3 **Contractor Certification.** When the System components are delivered, installed, operational, integrated with all modules and systems as identified in Exhibits I and J, and fully tested by the Contractor, then the Contractor shall certify that fact to Roseville in writing ("Contractor Certification"). Contractor Certification shall include the Contractor's statement that no mechanic's or other liens are of record upon the hardware for work, any subcontractor, or their employees, and that no claim or demand exists in favor of materials and/or labor furnished or supplied in the performance of the Work. Said Contractor Certification must be in writing and signed by an executive officer of the Contractor. Thereafter, a two-step acceptance test shall be performed by the Roseville, assisted by the Contractor, in accordance with procedures set forth in Sections 4.4 and 4.5 of this Agreement.

4.4 **Functional Acceptance.** Functional Acceptance will be performed on each individual module as it is installed, integrated with other modules and systems, and certified by the Contractor. Within twenty (20) business days of Contractor's giving of Contractor Certification, Roseville shall run the functional and benchmark tests Roseville deems necessary to determine that the functions of the System match those of the Specifications contained in Exhibits A, B, and J of this Agreement.

Roseville's determination that the System's operation and functionality matches the Specifications shall be deemed functional acceptance of the System. Functional Acceptance shall not prejudice Roseville's right to accept or reject the System under Section 4.5 of this Agreement.

4.5 **Final System Acceptance.** Functional Acceptance of the System, including complete testing of integration among the modules and with interfaced systems, and other portions of the Work shall be as provided in Section 4.6, the completion of which shall be deemed Final System Acceptance.

4.6 **Final System Acceptance Procedures.** When all of the modules are installed, fully integrated with other System modules and the systems identified in Exhibits I and J and have Roseville's Functional Acceptance, Roseville shall begin the process to accept or reject the System by operating the System in accordance with its normal operating practices over a 30 business day period to determine if the System is free from error that interferes with the normal operation of System and the reliability standards set forth in Exhibit J of this Agreement. Roseville's acceptance, conditional acceptance or rejection shall be by written notice given within forty-five (45) business days of the Functional Acceptance of the last module being completed and, if a conditional acceptance or rejection is made, Rosevilles's notice shall set forth in reasonable detail the basis for its position. The Contractor shall have twenty (20) business days to cure, or if cure within that time is not possible, to begin and diligently pursue the cure of, the defects noted by Roseville by either (a) modifying or adjusting the System; (b)

replacing or adding such components as may be necessary to make the system free from error that interferes with the normal operation of system; or (c) at the option of Roseville, reducing the price by an amount to be mutually agreed; if no reduction can be agreed to within five days after Roseville requested re-negotiation, then the Contractor shall perform under either clause (a) or (b). After any adjustment, modification, repair or replacement by the Contractor under the Section, any relevant portions of the tests described in Section 4.5 shall be run again for Roseville to determine its acceptance or rejection of the System. If after again running any relevant portion of the tests described in Section 4.5 of this Agreement, the System still fails to be free from error that interferes with the normal operation of system, then Roseville shall have the right to:

(iv)   Cancel this Agreement, obtain a full refund in exchange for returning all items of software, hardware and other deliverables for which Roseville has paid or would otherwise be obligated to pay;

(v)   Cancel any portion of this Agreement, obtain a full refund in exchange for returning all items of software, hardware and other deliverables related to that portion of the Agreement which is canceled and for which Roseville has paid or would otherwise be obligated to pay; or

(vi)   Begin Functional Acceptance again, followed by Final Acceptance.

4.7   **Payment Terms.** Payment of the System price shall be made in installments based on the Roseville's acceptance of each deliverable and according to the deliverable and payment schedule attached as Exhibit F. Roseville will remit payment within 45 days of receipt of an invoice, unless the Contractor is notified of exceptions in writing within 10 days of receipt of invoice. A twenty percent (20%) retainage will be withheld from each invoice. The total retainage will be remitted upon Roseville's acceptance of the system following completion of the Final Acceptance Test described in Section 4.5.

4.8   **Training.** Training courses shall remain available to Roseville from the Contractor as long as the System to be delivered hereunder remains installed and in use by the City of Roseville. All training required to implement the system is included within the price of this contract. After Final System Acceptance, training courses shall be billed at the cost specified in the cost proposal. If no cost is specified, then it will be presumed that all training for the life of the system will be at no cost to Roseville.

4.9   **Non-Exclusiveness of Remedies.** Any right or remedy on behalf of Roseville (or on behalf of any other entity possessing the right or permission to buy under these specifications) provided for in any part of these specifications, including, but not limited to any guaranty or warranty or any remedy for Contractor's non-performance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

PART V
INSTALLATION DEPENDENCIES AND DELAYS

5.1 **Delays by Contractor.** Strict adherence to the scheduled delivery and installation dates is vitally important. If the Contractor does not install the system and make it available to Roseville on or before the contracted installation date of _____, 20__, then the Contractor shall pay as fixed and agreed liquidated damages the sum of five hundred dollars ($500) for each available calendar days delay as defined by Roseville, beginning with the installation date.

5.2 **Delays by Roseville.** The obligations of Roseville in connection herewith are set forth in Exhibit G. Roseville agrees to provide such personnel in accordance with Exhibit G or to provide substitute personnel. The Contractor agrees to notify the Roseville on a bi-weekly basis of any claim of delay.

<div align="center">

PART VI
ADDITIONAL TERMS AND CONDITIONS OF THE WORK

</div>

6.1 **Storage of Materials; Cleaning Up.** It shall be the Contractor's responsibility for storage of any materials and Roseville will not be responsible for loss of, or damage to, materials, tools, appliances or work arising from acts of theft, vandalism, malicious mischief or other causes unless caused by the negligence of Roseville or Roseville's failure to provide Contractor with secure storage space.

6.2 **Extra Work.** No claims for extra work will be allowed unless the same shall have been previously ordered by Roseville in a written change order, as described in Section 6.3 of this Agreement.

6.3 **Change Orders.** Contractor agrees to modify its software so it will produce all required reports included in the price of this contract. Other modifications to software not possible through customization of available functions may require change orders. Design, development and implementation work on change orders will be performed at the personnel and other billing rates specified in the Contractor's proposal and incorporated into this Agreement. The Contractor and Roseville shall negotiate in good faith and in a timely manner as to the number of hours required for each change order. When the parties reach an agreement, the precise modification, criteria for acceptance, required completion date, and a "fixed fee" will be documented on a Roseville-standard Contractor Task Management Form and attachments, if necessary, signed by the Contractor and Roseville Project Manager, and completed by the Contractor as so stated. When each modification is accepted by the Roseville Project Manager according to the criteria documented on the Contractor Task Management Form, the Contractor will invoice Roseville according to Section 4.7 of this Agreement.

6.4 **Reports.** The Contractor shall submit written weekly reports on the status of the work so Roseville is kept fully informed of Contractor resource availability, project progress, delays, potential delays, potential resource issues, etc. Roseville may designate, from time to time, its Project Manager or other representative to whom required reports shall be directed. Roseville will determine the format, level of detail, and primary areas of interest. The Contractor may include additional information.

6.5   **Security Policy.** All Contractor security practices and procedures must be compatible with and sufficient to satisfy Roseville's Security policy attached as Exhibit E.

6.6   **Software Application Controls.** Contractor shall not negatively impact Roseville's systems and data. For example, if Contractor proposes any software which contains traps which are designed to terminate or disrupt the operation of the software at the end of any term, or for failure to install the software on the designated CPU or for any other purpose, Contractor shall give Roseville written notification of the existence of such software traps no later than time of proposal.

If Contractor proposes using in the software any features which can be invoked by the use of special passwords, or which use a supervisor mode, master mode, route, or backdoor means to invoke special features of the software, Contractor shall provide Roseville with documentation on the use of such features no later than time of proposal.

If Contractor proposes software which modifies upon installation on a given personal computer or microcomputer (PC) so as to prevent that software from being used on another PC, then Contractor shall inform Roseville at time of proposal.

6.7   **Confidentiality and Proprietary Information.** Since the work for which Contractor is engaged may include knowledge and information of a proprietary nature to Roseville, Contractor shall receive such knowledge and information in confidence and shall not, except as required in the conduct of Roseville's business, or as authorized in writing by Roseville, publish or disclose or authorize anyone else to publish, disclose or make use of such information or knowledge. This prohibition as to publication and disclosure shall not restrict Contractor in the exercise of its technical skill providing that the exercise of such skill does not involve the disclosure to others of information considered sensitive or proprietary to Roseville. Contractor shall, upon demand, promptly surrender any such information to Roseville.

PART VII
GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT

7.1   **Independent Contractor.** The Contractor is acting as an independent contractor and not as an agent, distributor or representative of Roseville for any purpose.

7.2   **Assignment.** Neither party shall have the right to assign all or any portion, of its rights and licenses granted or delegate any obligations assumed under this Agreement, and any attempted assignment or delegation shall be null and void; provided, however, the Contractor shall have the right to delegate matters to the subcontractors referenced in the Exhibits and such other subcontractors as are approved by Roseville.

7.3   **Termination.** This Agreement will terminate or may be terminated as provided in the following sections.

7.4   **Termination by Roseville.** This Agreement may terminate or may be terminated by Roseville for any or all of the following reasons:

(v)   For any default by Contractor,

(vi)   For the convenience of the City of Roseville,

(vii)   In the event of the insolvency of or declaration of bankruptcy by the Contractor, or

(viii)   In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of Roseville's future obligations hereunder, as each of these is described in the following Sections.

7.5   Termination for Default. The failure of the Contractor to comply substantially with any material term, condition, or provision of this Agreement shall constitute a default. In the event of default, Roseville shall notify the Contractor of the specific act or omission by Contractor that constitutes default. The Contractor shall have twenty (20) business days from the date of receipt of such notification to cure such default or, if such default is not capable of being cured within twenty (20) business clays, to begin and diligently pursue such cure. In the event of such default, and during the above-specified grace period, performance under this Agreement shall continue as though the default had never occurred. In the event the default is not cured within the above-specified grace period, then Roseville may, at its sole option, terminate this Agreement for default. Such termination shall be accomplished by written notice of termination and shall be effective at the close of business on the date specified in the notice.

7.6   Termination for Convenience. Roseville may terminate performance of work under the agreement in whole or in part whenever for any reason Roseville shall determine that such termination is in the best interest of Roseville. In the event that Roseville elects to terminate the agreement pursuant to this provision, it shall so notify the Contractor in writing at least thirty (30) days in advance and the termination shall be effective as of the date specified in the notice. The agreement shall terminate without further obligation of Roseville as of that moment, except the Contractor shall be paid for all work performed to the effective date of termination.

7.7   Termination for Bankruptcy or Insolvency. In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, Roseville will have access to the source code for the sole purpose of maintaining and updating the System to avoid cessation of service or loss to Roseville. Roseville may, at its option, terminate this Agreement. In the event Roseville elects to terminate this Agreement under this provision, it shall do so by sending notice of termination to the Contractor and the date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

7.8   Termination for Unavailability of Funds. Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by Roseville solely from funds received by Roseville from normal operations. In the event such funds are determined in the sole discretion of the Roseville City Council to no longer exist or to be insufficient with respect to the charges payable hereunder, this Agreement shall terminate without further obligation of Roseville thirty (30) days after Contractor's receipt of written notice of termination, except the Contractor shall be paid for all Work performed to the effective date of termination. In such event, the Roseville City Council shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

7.9   Procedure on Termination. Upon termination of this Agreement by the City of Roseville as provided by Section 7.4, the Contractor shall:

(viii)   Stop work under the agreement on the date and to the extent specified in the notice of termination,

(ix)   Place no further orders or subcontract for materials, sendees or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated,

(x)   Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination,

(xi)   Assign to Roseville in the manner and to the extent directed by Roseville all of the Contractor's right, title, and interest under the orders or subcontracts so terminated, in which case Roseville shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,

(xii)   With the approval of Roseville, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the agreement,

(xiii)   Take such action as may be necessary, or as Roseville may reasonably direct, for the protection and preservation of any and all property or information related to the agreement which is in the possession of the Contractor and in which Roseville has or may acquire an interest, and

(xiv)   Within ten (10) business days from the effective date of the termination, the Contractor shall deliver to Roseville all drawings, computer program source code, computer input and output, analyses, plans, tests, maps, and written materials necessary to the continued performance of the System as specified by Roseville, to the extent that Roseville has paid for such deliverables. All materials shall be licensed by the Contractor to Roseville under the terms of Part III of this Agreement.

7.10   Payment on Termination for Convenience. If this Agreement is terminated for the convenience of Roseville under the provisions of Section 7.6 of this Agreement, then Roseville shall pay the Contractor for services rendered by the Contractor up to the date of termination as mutually agreed upon by the Contractor and Roseville.

7.11   Laws to be Observed. The Contractor shall perform the Work in compliance with all federal and state laws and local ordinances which in any manner affect those engaged or employed in the Work or which in any manner affect the conduct of the Work.

7.12   Governing Laws. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of which Roseville resides. The proper venue shall be Placer County, or if appropriate the Federal District Court for the Eastern District of California sitting in Sacramento, California.

7.13   Permits and Licenses. Except with respect to permits, licenses, fees and notices imposed or required by Roseville's site preparation to be completed by Roseville as required by this Agreement, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work.

7.14   Taxes, Insurance and Miscellaneous Expenses. All statements of prices, fees and charges payable to the Contractor are all-inclusive; including but not limited to such fees as delivery, applicable sales taxes, transit insurance and other expenses of delivery. Roseville is not obligated to pay for any charges beyond the system price identified in Section 1.2 and modifications approved on Contractor Task Management Forms according to Section 6.3 of this Agreement.

7.15   Force Majeure. Neither party shall be responsible for delays resulting from causes beyond the control of the party including, but not limited to, delays resulting from governmental action, inability to obtain services, power failures, acts of God and the failure of any product or service not manufactured or provided by the party.

7.16   No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

7.17   Nondiscrimination Standards. The Contractor will not discriminate against employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

7.18   **Conflict of Interest.** The Contractor hereby certifies that no officer, agent or employee of Roseville who may have a pecuniary interest in this Agreement has participated in the contract negotiations on the part of Roseville, that the Proposal was submitted in good faith without fraud, collusion or connection of any kind with any other vendor for the same call for proposals and the Contractor has competed solely in its own behalf without obligation to any undisclosed person or firm.

7.19   **Notices.** Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

    If to the City of Roseville:

        City of Roseville Purchasing Department
        2005 Hilltop Circle
        Roseville, California 95747
        Phone: (916) 774-5720
        FAX: (916) 774-5736

    If to Contractor:

        _____
        _____
        _____

7.20   **Insurance.** Prior to contract award, Roseville shall determine if the Contractor meets all insurance requirements required by the City of Roseville. For the contract term, the Contractor must meet the general insurance requirements identified in Exhibit K – "General Insurance Requirements" and provide acceptable insurance documentation and certificates to Roseville annually. Roseville shall determine the suitability of the insurance, documents and certificates and Contractor will make any changes specified by Roseville to meet the insurance requirements.

7.25   **Modifications.** This Agreement may be modified only by mutual written agreement by both parties.

7.26   **Waiver.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

7.27   **Headings.** The headings of parts, sections and Sections used in this Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the agreement.

7.28 **Number and Gender.** Whenever applicable within this Agreement, the singular shall include the plural and the plural shall include the singular and a pronoun of one gender shall refer to any appropriate gender.

7.29 **Severability.** Unless expressly provided otherwise, the provisions of this Agreement are severable, and the unenforceability of any provision shall not affect the enforceability of any other provision of this Agreement.

7.30 **Inurements.** The terms of this Agreement shall inure to the benefit of the parties, including their successors and permissible assigns, if any.

7.31 **Counterparts.** This Agreement may be executed simultaneously or concurrently in one or more counterparts, each of which shall be deemed a duplicate original but all of which together shall constitute one and the same agreement.

7.32 **Entire Agreement.** The making, execution and delivery of this Agreement has been induced by no representations, statements, warranties or other agreements except as expressed by the written terms of this Agreement. Roseville acknowledges that no employee, agent or representative of the Contractor has the authority to bind the Contractor to any representation not expressly contained in a written agreement signed by an executive officer of the Contractor. This Agreement embodies the entire understanding of the parties and supersedes all prior or contemporaneous proposals, purchase orders, understandings, representations, conditions, warranties, covenants and other telecommunications between the parties, whether oral or written, relating to the subject of the agreement unless expressly set forth or referred to in the agreement. The parties agree that this Agreement may not in any way be contradicted by a prior or existing course of dealing between them or by any usage of trade or custom. Further, any contradiction between this Agreement and the Contractor's sublicense agreements and any Exhibits attached to this Agreement shall be resolved by giving the Roseville Information Systems Agreement controlling interest.

7.33 **Hold Harmless and Indemnification Agreement.** The Contractor hereby agrees to protect, defend, indemnify, and hold Roseville free and harmless from any and all losses, claims, liens, demands, and causes of action with respect to personal injury or property damage to the extent resulting from the negligence or willful misconduct of Contractor in the performance of services hereunder including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Roseville. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor provided that Roseville provides Contractor with prompt written notice of any claim subject to indemnification hereunder, the exclusive right and authority to settle or defend such claim, all relevant information relating thereto and cooperates with Contractor in connection with the settlement of defense thereof. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or Roseville or to enlarge in any way the Contractor's liability but is intended solely to

provide for indemnification of Roseville from liability for injuries to third persons or property arising from Contractor's negligence or willful misconduct in the performance pursuant to this contract or agreement.

<u>Liabilities and Remedies for Infringement</u>

Contractor hereby agrees to indemnify, defend and hold harmless Roseville from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against Roseville to the extent such Liabilities result from a claim that the software or hardware provided by Contractor violates a third party's trade secrets, proprietary information, trademark, copyrights, patent or other proprietary rights. Roseville shall promptly notify Contractor of any third party claim subject to indemnification hereunder and Contractor shall have the right to conduct the defense or settlement of any such third party claim at Contractor's sole expense and Roseville shall cooperate with Contractor in connection therewith. The foregoing provisions shall not apply to any infringement arising out of (i) use of the software or hardware other than in accordance with applicable documentation or instructions supplied by Contractor or (ii) any alteration, modification or revision of the software or combination of software and/or hardware not explicitly authorized by Contractor.

In case any of the software or hardware or any portion thereof is held to constitute infringement and the use thereof is enjoined, Contractor shall within a reasonable time, at Contractor's option, either (i) secure for the license the right to continue the use of such infringing item by procuring for the licensee a license or other permission as will enable Contractor to secure the suspension of any injunction or (ii) replace, at Contractor's sole expense, such item with substantially equivalent non-infringing Item or modify such item so that it becomes non-infringing. In the event Contractor is unable to procure the aforementioned license or permission or replace the infringing item as provided herein, Contractor shall accept the return of the infringing item and refund to Roseville the amount paid to Contractor for such item and associated professional service fees.

The provisions of this paragraph state Contractor's entire liability and Roseville's sole remedy with respect to infringement. As used above, the term Roseville means the City of Roseville or its officers, agents, employees, and volunteers.

7.34 **Contractor's Power and Authority.** The Contractor warrants that it has full power and authority to grant the rights herein granted. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of Roseville under this Agreement.

Executed as of the day first above stated:

CITY OF ROSEVILLE

By: _____

_____
Printed Name and Title

Approved As to Form

By: _____
City of Roseville Counsel

CONTRACTOR*

By: _____
Name: _____
Title: President/ Vice President

By: _____
Name: _____
Title: Secretary

*Agreement must be signed by two corporate officers if a corporation; one <u>must</u> be the secretary of the corporation, and the other may be either the President or Vice President, <u>unless</u> an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

CITY OF ROSEVILLE INFORMATION SYSTEMS AGREEMENT

CONTRACT EXHIBIT LIST

(to be prepared upon successful negotiation with the awarded firm)

A	Placer County Request for Proposal
B	Contractor's Proposal
C	Contractor's Licensing Agreement
D	Contractor's Maintenance Agreement
E	Placer County Security Policy
F	Deliverable and Payment Schedule
G	Required Resources
H	Statement of Work
I	Project Work Plan
J	Functional Descriptions
K	City of Roseville General Insurance Requirements
L	City of Roseville Software Maintenance Agreement
M	City of Roseville Confidentiality/Non-Compete Agreement

Exhibit K

City of Roseville General Insurance Requirements

CITY OF ROSEVILLE
CALIFORNIA

RISK MANAGEMENT DIVISION
GENERAL INSURANCE REQUIREMENTS

Proof of insurance must be provided on a *CERTIFICATE OF INSURANCE*. This document must be signed. A stamped signature will suffice.

Types of Insurance Required:	**General Liability**- 1M per occurrence/2M aggregate *(coverage must be as broad as the standard ISO form)* **Automobile** – 300/500/100 **Workers' Compensation** - Statutory **Professional Liability** – 1M per claim
Coverage Limits:	**Vary (based on type of work to be preformed)** **See above**
**Additional Insured: ** *The insurance policy may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible.*	<u>Required</u> on <u>General Liability</u> Insurance. A separate endorsement form or section of the policy indicating "The City of Roseville, its officers, agents, volunteers and employees" are named as an additional insured for on-going and completed operations must accompany the certificate. *A STATEMENT ON THE CERTIFICATE WILL NOT SUFFICE*.
Certificate Holder:	The Certificate Holder on the *Certificate of Insurance* is "The City of Roseville, attn Risk Management, 311 Vernon St., Roseville CA 95678".
Primary Insurance:	The General Liability policy must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers.
Description of Operations:	This box should contain information on the project being insured. For companies doing various projects with the City an **"All California Operations"** description is adequate.
Cancellation Notice:	The City requires a 30-day cancellation notice. Ten (10) day for non-payment is acceptable.
Approval Process:	Proof of insurance for all insurance coverage required by the Agreement must be approved and on file with the City **before** the Agreement can be executed.
Questions:	If you have questions regarding insurance requirements you may contact the Risk Management Division: **Phone:(916) 774-5202**. **FAX: (916) 774-5461** **Email:riskmanagement@roseville.ca.us**

Exhibit L

City of Roseville Software Maintenance Agreement

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into between the City of Roseville, California, hereinafter "City" and *<Vendor Name>*, hereinafter "Company" on the Execution Date.

City desires that Company provide Maintenance and Enhancements for releases of the Baseline software on the terms and conditions contained in this Agreement. Company agrees to provide City standard maintenance, on-site support, and training services for the computer programs and user manuals listed below (collectively "Software") and regular upgrades including enhancements and user manuals.

1. Definitions.

a. *Baseline.* means the general release version of Software as updated by the Company and without any other modification.

b. *Software.* means any one of the computer software programs, including source code and documentation. Company shall provide updates to the Software as required in order that the Software reflect current federal and state laws or requirements of the federal or state government or federal or state regulatory agencies.

c. *Confidential Information.* means non-public information of a party to the Agreement.

d. *Execution Date.* means the latest date shown on the signature page of this Agreement.

e. *Equipment.* means hardware and systems configuration meeting Company's criteria.

f. *User Manuals.* shall include any user manuals which are designed for the software and any user manuals and all manuals provided to users for the Software listed above. The user manuals shall be updated with each new release of the Software and shall be updated at least annually.

g. *Production Environment.* means City's operational version of Company's Software critical for business and financial opportunities.

h. *Test Environment.* means version of Company's Software used for staging functionality changes

i. *Development Environment.* means version of Company's Software used for ad hoc changes to functionality

j. *Account.* Installation of Company's Software on City's Equipment, to include Production, Test, and Development Environments.

2. Standard Maintenance Services

Scope of Services. During the term of this Agreement, Company will provide City the following Standard Maintenance Services for the Software:

a. *Corrections.* of substantial defects in the Software so that the Software will operate as described in the user manuals listed above. Software functionality will meet documented specifications and City will not be charged to correct defects / functional gaps.

b. *Periodic Updates.* of the Software that may incorporate (A) corrections of any substantial defects; (B) fixes of any bugs; (C) enhancements to the Software; and (D) upgrades to user manuals as sets out above. Company will access Company's Software at City Facility, with authorization from City, and load periodic updates into a single Account.

c. *Remote Assistance.* Company will provide telephone and e-mail support, as well as remote resolution support, [24x7], to assist City in using the Software. City will provide method for remote resolution support to access Company's Software at City Facility.

d. *Failures.* In the event of emergencies or systems failures caused by Company's Software which occur outside of the designated support hours established by Section 2(c), Company will provide support twenty-four (24) hours per day, seven (7) days per week for the term of the Agreement.
e. *Test Environment.* Company's office will have ability to produce a test version, including a test database, for the most recent version of City's Software.
f. *Functional Compliance.* Company will provide Software Improvements to conform to Federal and State regulations and requirements.
g. *Third Party Software.* Company will provide support for any third party software or interfaces that their software is reliant on for baseline functionality
h. *Software Escrow.* Company will deposit source code with third party Escrow Agent.
i. *Response/Resolution.* Company will respond to City requests in accordance with Table 2a.

Table 2a

Priority	Name	Description	Response Time	Resolution Time
1	Critical	Software down with a direct impact on organization and services it provides (no work around available)	15 min	2 hours
2	High	Software outage that is preventing single or multiple user(s) from working (no work around)	30 min	4 hours
3	Medium	Single user or group Software outage that is preventing affected user(s) from working. (work around may be available)	4 Hours	5 Business Days
4	Standard	End users not able to perform some of the daily functions (work around may be available)	8 Hours	7 Business Days

3. Term
This agreement will remain in full force and effect throughout the initial Contract Year. It will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement.

4. On-Site Support
Company, upon receipt of a written request from City, will provide City On-Site Support at a mutually agreed time. City agrees to pay Company's costs associated with the provision of on-site support, including charges for (i) Company's personnel; (ii) charges for travel, lodging and miscellaneous expenses (if personnel must travel more than 75 miles) in accordance with City of Roseville, California consultant guidelines for travel expenses; and (iii) applicable taxes.

5. Training
a. *Conference.* Company will provide registration passes for two (2) City employees to participate in both National and Regional conferences to gain knowledge on Company's Software direction and new functionality. Conference passes are intended for training only and will not include free products or gifts.
b. *Functional Training.* Company will provide eight (8) hours of training specific to City per Contract Year.

c. *Administration Training.* Company will provide four (4) hours of training per Contract Year.

d. *Additional Training.* Upon receipt of a written request from City, Company will provide Training at a mutually agreed time at the offices of City, unless City agrees to receive the Training elsewhere. City agrees to pay Company all costs associated with this Training Pricing Quotation, including (i) charges for Company's personnel, which may include a surcharge for training conducted at City's location; (ii) charges for travel, lodging and miscellaneous (if personnel must travel more than 75 miles) in accordance with City of Roseville, California consultant guideline for travel expenses; and (iii) applicable taxes.

6. Maintenance Fee

a. *Warranty Period.* Company will not charge City any Maintenance Fee for the Warranty Period, as defined in City's Software License Agreement for the Software.

b. *Amount of Fee.* City agrees to pay Company an annual Maintenance Fee, the amount set forth in Exhibit 3, Pricing Quotation for Standard Maintenance Services provided by Company pursuant to this Agreement. The amount charged for these services shall not increase by more than five (5) percent from one year to the next, in the event of renewal.

7. Payment Terms

a. *Maintenance Fees.* City will pay Company the amount identified for the first Contract Year. Fees are due within thirty (30) days of Execution Date.

b. *Invoice Payment.* City agrees to pay Company by thirty (30) days after receipt by City of invoices for agreed upon fees.

c. *Taxes.* City is responsible for paying all taxes relating to this Agreement or any services provided by the Company.

d. *Response/Resolution Fees.* Company will reimburse City 1% of current Contract Year Maintenance Fee for each incident not meeting Response/Resolution requirement. Fee will be due within thirty (30) days of incident.

8. Obligations of City

a. *City Contact.* City shall notify Company of City's designated City Contact. To the maximum extent practicable, City's communications with Company will be through the City Contact.

b. *Installation.* City agrees to install corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Software in accordance with the instructions and in order of receipt from Company, as deemed necessary.

c. *Facility and Personnel Access.* City agrees to grant Company reasonable access to City's facilities and personnel concerned with the operation of the Software to enable Company to provide services.

d. *No Modification of Software.* City agrees not to modify, enhance or otherwise alter the Software, unless and only to the extent such modification, enhancement or other alteration is specifically authorized in the user manuals identified in this Agreement or through the consent of Company.

e. *Error Documentation.* Upon detection of any error in the Software, City, as requested by Company, agrees to provide Company a listing of output and any other data, including databases and backup systems that Company reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

9. Intellectual Property Rights

City shall have ownership of any enhancements performed outside the Company's Baseline Software.

10. Termination

City shall have the right to terminate this Agreement at any time upon giving thirty (30) days notice to Company. Upon termination, City shall be entitled to a pro rata refund. Company shall have the right to terminate this Agreement and all services provided pursuant to this Agreement (i) upon termination of City's Software License Agreement by either party for any reason; and (ii) if City violates any

provision of this Agreement and City fails to cure such violation within fifteen (15) days after receipt of written notice from Company.

a. *Notices.* All notices under this Agreement are to be sent by certified mail to the address below or to any other address as the party may designate:

COMPANY:
Name: Attention:
Address: Fax No.:
Phone No.:
CITY:
Name: Chief Information Officer
Address: 401 Oak Street #404
                    Roseville, California 95678
Phone No.:   916.774.5151
Fax No.:   916.774.5511

b. *Assignment.* City will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Company, which consent shall not be unreasonably withheld.

c. *Complete Agreement.* The parties agree that this Agreement, its attachments, the City's Request for Offer and the Company's Response to the Request for Offer are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

d. *Order of Precedence.* In the event of any conflict or inconsistency among documents related to this Agreement, said conflict or inconsistency shall be resolved by giving precedence to the later dated document. Unless otherwise agreed to by both parties, document precedence shall be as follows: (1) the Software License and/or Hardware Sales Agreement; (2) the Request for Quote/Proposal; (3) the Company's response to the Request for Quote/Proposal.

e. *Waiver.* The waiver of failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

f. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute, court decision or rule of law, it is to the extent possible, deemed to be omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

g. *Governing Law.* This Agreement is to be construed in accordance with the law of the State of California. Venue for any cause of action arising pursuant to this agreement shall be in Placer County, California.

11. Force Majeure
Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God and acts of war.

12. Indemnification
Company shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Company's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole active negligence. The parties intend that this provision shall be broadly construed.

13. Confidentiality
Company shall adhere to the City's Confidentiality/Non-Compete Agreement (Exhibit 1).

14. Insurance Requirement

Company shall adhere to the City's General Insurance Requirements (Exhibit 2).

AGREED:
COMPANY: _____
BY: _____
SIGNATURE: _____
TITLE: _____
DATE: _____
CITY OF ROSEVILLE:
SIGNATURE: _____
Ray Kerridge, City Manager
DATE: _____
ATTESTED TO:
SIGNATURE: _____
Sonia Orozco, City Clerk
DATE: _____
APPROVED AS TO FORM:
SIGNATURE: _____
Brita Bayless, City Attorney
DATE: _____

Exhibit 1
Confidentiality/Non-Compete Agreement

Exhibit 2
General Insurance Requirements

Exhibit 3
Maintenance Fee Price Quotation

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, that he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D.

_____
Notary Public In and
For the State of _____
My Commission Expires:
_____

Exhibit M

City of Roseville Confidentiality/Non-Compete Agreement

<u>CITY OF ROSEVILLE</u>
<u>CONFIDENTIALITY / NON-COMPETE AGREEMENT</u>

This Confidentiality Agreement ("Agreement") is made and is effective as of _____ 20____ by _____ ("Party") for the benefit of the City of Roseville ("Roseville").

<u>WITNESSETH</u>:

WHEREAS, Roseville and Party wish to engage in discussions regarding Party's responsible participation with Roseville in Party's development of:

_____

_____

_____

(the "Project").

WHEREAS, for the purpose of this Agreement, Party also agrees that information relating to the Project shall be deemed proprietary and confidential to Roseville, and, all such foregoing information, to the extent previously, presently, or subsequently disclosed to Party is hereinafter referred to as "Confidential Information" of Roseville; and

WHEREAS, in consideration of Roseville's entry into such discussions and the disclosure of the Confidential Information by Roseville and in recognition of the proprietary and confidential nature thereof, Party agrees to treat the Confidential Information as provided by this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.   <u>Treatment of Confidential Information</u>

Party shall, and shall cause each of Party's affiliates, agents, employees, directors, partners, and representatives to, safeguard and maintain as confidential all Confidential Information disclosed to Party, including, without limitation, information in written, magnetic or other physical form, and take reasonable precautions to protect the Confidential Information (including, without limitations, all precautions Party employs with respect to Party's own proprietary and confidential information). Party shall not, and Party shall cause each of Party's affiliates, agents, employees, directors, partners, and representatives not to: (a) use the Confidential Information except to perform Party's obligations relating to the Project; (b) derive any commercial benefit, whether direct or indirect; (c) do anything to impair the business relationships, intellectual property or other proprietary rights of Roseville; (d) claim, or reverse engineer any of the Confidential Information; or (e) disclose the Confidential Information to anyone unless required to do so by law. Any Party employee, affiliate, advisor, agent, director, partner or representative given access to any of the Confidential Information must have a legitimate "need to know" and Party will notify such employee, affiliate, advisor, director, partner, or representative that they are bound by the same restrictions as Party regarding the Confidential Information.

2.   <u>Exceptions</u>

The foregoing restrictions of confidentiality and non-use will not apply to information that:

(a)   is or becomes publicly available without breach of this Agreement;

(b)   is disclosed to Party by a third party, provided such information was not obtained by such third party, directly or indirectly, from Roseville on a confidential basis (no third party will be involved without the written consent of Roseville);

(c)	is already known to Party without obligations of confidentiality;

(d)	is independently developed or discovered by Party without access to the Confidential Information as evidenced by the party's business records; or

(e)	is the subject of a written permission to disclose provided by Roseville.

3.	Permitted Disclosures.

Notwithstanding any provisions of this Agreement to the contrary, Party may disclose the Confidential Information to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law, provided that Party first provides to Roseville prompt written notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow Roseville to seek a protective order with respect to the confidentiality of the information required to be disclosed.

4.	No License

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon Party any rights, license or authority in or to the Confidential Information. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

5.	Non-Compete / Return of Confidential Information

Immediately upon the decision of either party to discontinue discussions regarding the Project, **Party shall in no manner attempt to participate in the Project without Roseville**, and Party shall, and shall cause each of Party's affiliates, agents, employees, directors, partners, and representatives to, return to Roseville all documents and media containing Confidential Information and any and all copies or extracts thereof within ten business days of such decision.

6.	Required Disclosures

Party must disclose information regarding participation, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other entity, which has resulted or could result in a benefit to Party, if said participation creates potential conflicts or competition with the Project or other projects involving Roseville.

7.	Remedies for Breach

Party agrees that the limitations contained herein are reasonable and necessary for the protection of Roseville, and given the unique nature of the Confidential Information, the breach of this Agreement cannot be adequately remedied by law, as any such breach may allow Party or third parties to unfairly compete with Roseville or to otherwise gain an unfair competitive advantage. Therefore, in the event of a breach of this Agreement by Party, Roseville shall be entitled to pursuable equitable remedies, which shall include, but not be limited to, injunctive relief, recovery of any and all profits made on the use or sale of any Confidential Information, and recovery of any associated reasonable attorney's fees and legal costs, along with any other available remedies at law. Party will notify Roseville in writing immediately of any such unauthorized release or other breach of which Party is aware.

8.	Validity

Any provision of the Agreement held to be illegal, invalid, or unenforceable by law or rule or regulation shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. Additionally, the parties hereby agree to negotiate in good faith to modify and amend this Agreement to maintain the original intent of the parties with respect to such provisions so severed.

9.	Entire Agreement

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the Confidential Information. No waiver or modification of this Agreement shall be binding unless it is made in writing and signed by a duly authorized representative of each party. No failure or delay in enforcing any rights shall be deemed a waiver thereof.

9.	No Assignment

Party may not assign this Agreement or any interest herein without Roseville's express prior written consent.

10.	Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California and Party consents to exclusive jurisdiction of the state courts and U.S. federal courts located in Dallas County, California.

IN WITNESS WHEREOF, the parties have caused this Confidentiality Agreement to be executed as of the date set forth above.

PARTY

By: _____

Name: _____

Title: _____

<u>ACKNOWLEDGMENT</u>

THE STATE OF _____   )
)
COUNTY OF _____   )

This instrument was acknowledged before me on this day by

_____ (Name).

GIVEN UNDER MY HAND AND SEAL OF OFFICE this __ day of _____, A.D., 20__.

_____

Notary Public In and For the State of California

My Commission Expires:

_____

ATTACHMENT E – Glossary of Terms

AFIS	Automated Integrated Finger Printing Information System
AKA	Also Known As
ANI	Automated Name Index
ANSI	American National Standards Institute
ASCII	American Standards Code for Information Interchange
CDC	Center for Disease Control
CHS	Criminal History System
CII	California Identification Index
CJIS	Criminal Justice Information System
CJS	Criminal Justice Service
CLETS	California Law Enforcement Telecommunication System
CPIC	Canadian Police Information Centre
CPU	Central Processing Unit
DA	District Attorney
DMV	Department of Motor Vehicle
DNA	Deoxyribonucleic Acid
DOB	Date Of Birth
DOJ	Department Of Justice
FBI	Federal Bureau of Investigation
FSR	Feasibility Study Report
GUI	Graphical User Interface
HTML	Hypertext Markup Language
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
ID	Identification
INS	Immigration and Naturalization Service
IT	Information Technology
JID	Jail Identification Number
LAN	Local Area Network
MAPI	Messaging Application Programming Interface
MS	Microsoft
NCIC	National Crime Information Center
NLETS	National Law Enforcement Teletype System
OCR	Optical Character Recognition
ODBC	Open Database Connectivity
OS	Operating System
PC	Penal Code
PC	Personal Computer

PDA	Personal Digital Assistant
PDF	Portable Document Format
PIN	Personal Identification Number
PST	Pacific Standard Time
RAM	Random Access Memory
RDBMS	Relational Database Management System
SID	State Identification Number
SIU	Special Investigations Unit
SQL	Structured Query Language
SSN	Social Security Number
TCP/IP	Transmission Control Protocol/Internet Protocol
VPN	Virtual Private Network
WPS	Wanted Person System
XML	Extensible Markup Language

PROPOSAL SECTION A – Technical and Functional Requirements
(refer to separate MS Excel File)

This section contains the following forms:

Proposal Form A-1 – Technical Requirements
Proposal Form A-2 – Functional Requirements

The Functional and Technical Requirements for this system are provided in a separate file, which is available on the County's website:

www.placer.ca.gov/admin/procurement/bids/RFP10042-appl-reqs.xls

PROPOSAL SECTION B – Vendor Profile

This section contains the following forms:

Proposal Form B-1   Overview of Project Team
Proposal Form B-2   Proposed Staff
Proposal Form B-3   Prime Contractor – Company Profile
Proposal Form B-4   Additional Firms – Company Information
Proposal Form B-5   Financial Statements
Proposal Form B-6   Client References
Proposal Form B-7   User Organizations

Instructions:

The information required on each firm is self-explanatory. These forms must be completed in their entirety and included with your proposal. Proposals which do not contain these forms may be declared non-responsive.

PROPOSAL FORM B-1

OVERVIEW OF PROJECT TEAM

Identify the responsible firm for each portion of this project:

AREA OF RESPONSIBILITY	RESPONSIBLE FIRM
Prime contractor/project management services	
Application software programs	
Other software (describe)	
Application software maintenance/support	
Operational training (i.e., user-level)	
Technical training (i.e., analyst, techs)	
Other	
Other	
Other	

PROPOSAL FORM B-2

PROPOSED STAFF

Please provide information on proposed staff per RFP Section 9.2.2.2.

PROPOSAL FORM B-3

PRIME CONTRACTOR
COMPANY PROFILE

Company Name	
Address of Company/Corporate Headquarters	
Address of office who will serve this contract	

Contact Representative(s):		
Name	Title	Telephone

Describe briefly this firm's roles and responsibilities in conjunction with this proposal:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Indicate the total number of years that your company has actively participated in the implementation of Integrated Public Safety Systems				
	Worldwide	**Nation-wide**	**California**	**Local Office**
How many employees does the company have?				
What percentage of the employees are primarily focused on your Integrated Public Safety System product?				
How many installations of your Integrated Public Safety System product to you have installed and in production in these areas?				
Has the company ever had a contract terminated for cause, regardless of whether there was a bond involved or not?	**Answer:** **If yes, please describe**:			
If requested, could the parent company or the subsidiary with which we would be working that is submitting this proposal provide a performance bond for 100% of the contracts' value.	**Answer:** **If no, what percentage of the PCSO/APD contract's value could be bonded?** **For the RPD/CHPD System:**			
Indicate the prime vendor's annual gross revenue during the last three fiscal years. **Provide audited financial statements with your proposal to substantiate these figures (see Proposal Form B-5).**	**2009:** $_____ **2008:** $_____ **2007:** $_____			
Dun & Bradstreet Number:				
Bank Reference: Bank Name:				
Address:				
Contact Person:				
Phone:				

PROPOSAL FORM B-4

ADDITONAL FIRMS - COMPANY INFORMATION

Provide all information requested below. Include an additional sheet for all subcontractors or firms who are not part of or divisions of the Prime Contractor.

Company Name	
Address of Company/Corporate Headquarters	
Address of office who will serve this contract	

Contact Representative(s):		
Name	Title	Telephone

Describe briefly this vendor's roles and responsibilities in conjunction with this proposal:

PROPOSAL FORM B-5

FINANCIAL STATEMENTS

Please provide audited financial statements for 2009, 2008, 2007 with your proposal to substantiate the figures provided in PROPOSAL FORM E-3.

These documents may be provided in a separate sealed envelope or container, and will be handled as Confidential Material.

PROPOSAL FORM B-6

CLIENT REFERENCES

VENDOR NAME (Prime): _____

Total Number of installed sites: _____

Instructions: Using the forms provided on the following pages, provide the requested information for a minimum of three (3) clients for whom you have installed the proposed software package. These projects must be currently being performed or have been successfully installed within the past three years. If there are more than three (3) sites, attached additional sheets, as necessary.

Include all requested information for each client reference. Attach additional sheets if more space is required.

REFERENCE NO. 1

Client Profile:

Name of Client	
Address	
Contact Person/Title Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client's operation in comparison to PCSO/APD and RPD/CHPD's operations.

Reference No. 1, Continued:

Provide the names of your firm's (or team's) staff who were assigned to this project, who are also proposed to be assigned to the PCSO/APD and RPD/CHPD's projects. Also describe their roles on this project.	
Name	Duties & Responsibilities

Describe any defaults in contracts completed or incomplete for the last three years, and the reason therefore.

REFERENCE NO. 2

Client Profile:

Name of Client	
Address	
Contact Person/Title Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client's operation in comparison to PCSO/APD and RPD/CHPD's operations.

Reference No. 2, Continued:

Provide the names of your firm's (or team's) staff who were assigned to this project, who are also proposed to be assigned to PCSO/APD and RPD/CHPD's projects. Also describe their roles on this project.	
Name	Duties & Responsibilities

Describe <u>any</u> defaults in contracts completed or incomplete for the last three years, and the reason therefore.

REFERENCE NO. 3

Client Profile:

Name of Client	
Address	
Contact Person/Title Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client's operation in comparison to PCSO/APD and RPD/CHPD's operations.

Reference No. 3, Continued:

Provide the names of your firm's (or team's) staff who were assigned to this project, who are also proposed to be assigned to PCSO/APD and RPD/CHPD's projects. Also describe their roles on this project.	
Name	Duties & Responsibilities

Describe <u>any</u> defaults in contracts completed or incomplete for the last three years, and the reason therefore.

PROPOSAL FORM B-7

USER ORGANIZATIONS

Provide information on any user groups which are known and/or supported by the vendor for the proposed system. Indicate the approximate membership population of these organizations and general contact information for its key members.

PROPOSAL SECTION C – Proposed Work Plan, Components, Training & Warranty

PROPOSAL FORM C-1

PROPOSED WORK PLAN AND PROJECT APPROACH

Provide your proposed work plan (milestone tasks and schedule) along with a detailed narrative describing your project approach (refer to Section 9.2.3.1).

PROPOSAL FORM C-2

HARDWARE AND OPERATING SOFTWARE

Provide detailed information regarding the recommended hardware and operating software, to be purchased and maintained by the partner agencies (refer to Section 9.2.3.2).

PROPOSAL FORM C-3

SCHEMATIC OF HARDWARE AND SOFTWARE

Provide your proposed schematic of the hardware and software (refer to Section 9.2.3.3).

PROPOSAL FORM C-4

EDUCATION AND TRAINING

Indicate the level of education and training to be provided to agency staff related to the operation of recommended equipment and proposed software (refer to Section 9.3.3.4).

PROPOSAL FORM C-5

WARRANTY

Identify the terms and conditions of the warranty for the application software (refer to Section 9.2.3.5).

PROPOSAL FORM C-6

EXCEPTIONS TO STANDARD CONTRACT

Identify any proposed exceptions, alterations, or amendments to standard contracts included in Exhibit D (refer to Section 9.2.3.6).

PROPOSAL FORM C-7

REQUIRED STATEMENTS

Include statements of assurance (refer to Section 9.2.3.7).

PROPOSAL FORM C-8

ADDITIONAL INFORMATION

Include additional information or material that supports your response to a technical or application issue (refer to Section 9.2.3.8).

PROPOSAL SECTION D – Placer/Auburn System

COST PROPOSAL

This section contains the following forms:

      Proposal Form D-1   Placer/Auburn System Total Project Cost Summary

      <u>**Detailed cost sheets:**</u>

Proposal Form D-2	Application Software
Proposal Form D-3	Enhancements
Proposal Form D-4	Documentation
Proposal Form D-5	Training
Proposal Form D-6	Conversion
Proposal Form D-7	Consulting
Proposal Form D-8	Other One-Time Costs
Proposal Form D-9	Miscellaneous Costs
Proposal Form D-10	Annual Ongoing Costs

These forms must be completed in their entirety and included with your proposal. Proposals which do not contain these forms may be declared non-responsive.

<u>**INSTRUCTIONS**</u>

- Use these forms to itemize all costs to be charged by the vendor to the agencies for this project. Costs or expenses not listed here will be borne by the vendor.

- If governmental or other discounts are offered for any item, identify the item being discounted, the gross cost of the item, the amount of the discount, and the net cost to the County.

- List <u>all</u> applicable taxes. Note: Placer County and its partner agencies are <u>not</u> exempt from California State Sales Tax.

- Identify Shipping and Insurance Costs (if any) separately.

PROPOSAL FORM D-1

TOTAL PROJECT COST SUMMARY

Use this form to indicate the sum total of all project costs indicated in the Detailed Costs Sheets (Forms D-2 through D-11).

Cost Schedule	Description	Total Cost
D-2	**Application Software**	
D-3	Enhancements	
D-4	Documentation	
D-5	Training	
D-6	Conversion	
D-7	Consulting	
D-8	Other One-Time Costs	
D-9	Miscellaneous Costs	
	Subtotal all Schedules	$
	Total Sales Tax (as applicable)	$
	Shipping & Insurance (if any)	$
	TOTAL PROJECT COST	$
D-10	**Total Annual On-Going Costs Years 2 - 5**	$

PROPOSAL FORM D-2

APPLICATION SOFTWARE

List all base system software products, modules, etc. and their related costs.

Description	License Qty	Unit Price	Sales Tax (8.25%)	Total Price
Application Software (list each separately):				
Total Application Software Costs:			$	

PROPOSAL FORM D-3

ENHANCEMENTS – COST DETAIL

Provide detailed costs (not lump sum costs) for all modifications or enhancements necessary to make the application compliant with the Functional or Technical Requirements in Exhibits D-1 and D-2. Reference the applicable Functional or Technical Requirement number.

(Attach a separate sheet if more space is needed)

Requirement Number	Enhancement Description	No. of Hours	Hourly Rate	Total Cost
Total Enhancement Costs:			$	

PROPOSAL FORM D-4

DOCUMENTATION – COST DETAIL

Provide cost (if any) for electronic documentation for application and other software proposed for this project.

Description	Qty	Unit Price	Sales Tax (8.25%)	Extended Price
Documentation Costs:				
Application				
Total Documentation Costs:				$

PROPOSAL FORM D-5

TRAINING – COST DETAIL

List all costs for vendor-supplied training of County functional and technical staff as required by this RFP.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Training Costs:				
Total Training Costs:				$

PROPOSAL FORM D-6

CONVERSION SERVICES– COST DETAIL

Provide detailed costs for conversion services to be provided by your project team, including any subconsultants.

Do not include any estimated costs associated with the role of the current application vendor during the conversion process.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Conversion Costs:				
Total Conversion Costs:				$

PROPOSAL FORM D-7

CONSULTING SERVICES– COST DETAIL

Provided cost detail for all consulting services to be performed by the awarded vendor, right up to and including project completion.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Consulting Costs:				
Total Consulting Costs:				$

PROPOSAL FORM D-8

OTHER ONE-TIME COSTS – COST DETAIL

List all other one-time costs not identified in the previous detail sheets, including third-party products or services.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Itemize Other One-Time Costs:				
Third-Party Vendor Costs (Software, Consulting, etc.)				
First Year Escrow Fee				
Total One-Time Costs:				$

PROPOSAL FORM D-9

MISCELLANEOUS COSTS – COST DETAIL

List all other costs for all other products or services not included in the previous cost schedules that are required for complete implementation of the proposed systems.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Total Miscellaneous Costs:				$

PROPOSAL FORM E-10

ANNUAL ONGOING COSTS – COST DETAIL

List all on-going costs to the County, including, but not limited to:

- Application Software maintenance (upgrades, license fees, etc.)
- Third Party maintenance (if applicable)
- Escrow (for source code)

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Application Maintenance (upgrades, license fees)				
Third Party Software Maintenance (if applicable)				
Escrow (source code)				
Application and Technical Documentation Services:				
Total Annual On-Going Costs (per year):				$

PROPOSAL SECTION E – Roseville/Citrus Heights System

COST PROPOSAL

This section contains the following forms:

Proposal Form E-1   Roseville/Citrus Heights System Total Project Cost Summary

Detailed cost sheets:

Proposal Form E-2   Application Software
Proposal Form E-3   Enhancements
Proposal Form E-4   Documentation
Proposal Form E-5   Training
Proposal Form E-6   Conversion
Proposal Form E-7   Consulting
Proposal Form E-8   Other One-Time Costs
Proposal Form E-9   Miscellaneous Costs
Proposal Form E-10   Annual Ongoing Costs

These forms must be completed in their entirety and included with your proposal. Proposals which do not contain these forms may be declared non-responsive.

INSTRUCTIONS

- Use these forms to itemize all costs to be charged by the vendor to the agencies for this project. Costs or expenses not listed here will be borne by the vendor.

- If governmental or other discounts are offered for any item, identify the item being discounted, the gross cost of the item, the amount of the discount, and the net cost to the County.

- List all applicable taxes. Note: Placer County and its partner agencies are not exempt from California State Sales Tax.

- Identify Shipping and Insurance Costs (if any) separately.

PROPOSAL FORM E-1

TOTAL PROJECT COST SUMMARY

Use this form to indicate the sum total of all project costs indicated in the Detailed Costs Sheets (Forms E-2 through E-11).

Cost Schedule	Description	Total Cost
E-2	**Application Software**	
E-3	Enhancements	
E-4	Documentation	
E-5	Training	
E-6	Conversion	
E-7	Consulting	
E-8	Other One-Time Costs	
E-9	Miscellaneous Costs	
	Subtotal all Schedules	$
	Total Sales Tax (as applicable)	$
	Shipping & Insurance (if any)	$
	TOTAL PROJECT COST	**$**
E-10	**Total Annual On-Going Costs Years 2 - 5**	$

PROPOSAL FORM E-2

APPLICATION SOFTWARE

List all base system software products, modules, etc. and their related costs. Please incorporate site software licensing for the Roseville/Citrus Heights system.

Description	Site License Price	Seat License Qty	Unit Price	Sales Tax (Roseville-8.25%; Citrus Heights-8.75%)	Total Price
Application Software (list each separately):					
Total Application Software Costs:					$

PROPOSAL FORM E-3

ENHANCEMENTS – COST DETAIL

Provide detailed costs (not lump sum costs) for all modifications or enhancements necessary to make the application compliant with the Functional or Technical Requirements in Exhibits D-1 and D-2. Reference the applicable Functional or Technical Requirement number.

(Attach a separate sheet if more space is needed)

Requirement Number	Enhancement Description	No. of Hours	Hourly Rate	Total Cost
Total Enhancement Costs:				$

PROPOSAL FORM E-4

DOCUMENTATION – COST DETAIL

Provide cost (if any) for electronic documentation for application and other
software proposed for this project.

Description	Qty	Unit Price	Sales Tax (Roseville-8.25%; Citrus Heights-8.75%)	Extended Price
Documentation Costs:				
Application				
Total Documentation Costs:				$

PROPOSAL FORM E-5

TRAINING – COST DETAIL

List all costs for vendor-supplied training of Roseville/Citrus Heights functional and technical staff as required by this RFP.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (Roseville-8.25%; Citrus Heights-8.75%)	Extended Price
Training Costs:				
Total Training Costs:				$

PROPOSAL FORM E-6

CONVERSION SERVICES– COST DETAIL

Provide detailed costs for conversion services to be provided by your project team, including any subconsultants.

Do not include any estimated costs associated with the role of the current application vendor during the conversion process.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (Roseville-8.25%; Citrus Heights-8.75%)	Extended Price
Conversion Costs:				
Total Conversion Costs:				$

PROPOSAL FORM E-7

CONSULTING SERVICES– COST DETAIL

Provided cost detail for all consulting services to be performed by the awarded vendor, right up to and including project completion.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (Roseville-8.25%; Citrus Heights-8.75%)	Extended Price
Consulting Costs:				
Total Consulting Costs:				$

PROPOSAL FORM E-8

OTHER ONE-TIME COSTS – COST DETAIL

List all other one-time costs not identified in the previous detail sheets, including third-party products or services.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (Roseville-8.25%; Citrus Heights-8.75%)	Extended Price
Itemize Other One-Time Costs:				
Third-Party Vendor Costs (Software, Consulting, etc.)				
First Year Escrow Fee				
Total One-Time Costs:				$

PROPOSAL FORM E-9

MISCELLANEOUS COSTS – COST DETAIL

List all other costs for all other products or services not included in the previous cost schedules that are required for complete implementation of the proposed systems.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (Roseville-8.25%; Citrus Heights-8.75%)	Extended Price
Total Miscellaneous Costs:				$

PROPOSAL FORM E-10

ANNUAL ONGOING COSTS – COST DETAIL

List all on-going costs for the Roseville/Citrus Heights system, including, but not limited to:

- Application Software maintenance (upgrades, license fees, etc.)
- Third Party maintenance (if applicable)
- Escrow (for source code)

Description	Qty	Unit Price or Hourly Rate	Sales Tax (Roseville-8.25%; Citrus Heights-8.75%)	Extended Price
Application Maintenance (upgrades, license fees)				
Third Party Software Maintenance (if applicable)				
Escrow (source code)				
Application and Technical Documentation Services:				
Total Annual On-Going Costs (per year):				$

PROPOSAL SECTION F – Roseville-Only System

COST PROPOSAL

This section contains the following forms:

Proposal Form F-1   Roseville-only System Total Project Cost Summary

Detailed cost sheets:

Proposal Form F-2   Application Software
Proposal Form F-3   Enhancements
Proposal Form F-4   Documentation
Proposal Form F-5   Training
Proposal Form F-6   Conversion
Proposal Form F-7   Consulting
Proposal Form F-8   Other One-Time Costs
Proposal Form F-9   Miscellaneous Costs
Proposal Form F-10 Annual Ongoing Costs

These forms must be completed in their entirety and included with your proposal. Proposals which do not contain these forms may be declared non-responsive.

INSTRUCTIONS

- Use these forms to itemize all costs to be charged by the vendor to the agencies for this project. Costs or expenses not listed here will be borne by the vendor.

- If governmental or other discounts are offered for any item, identify the item being discounted, the gross cost of the item, the amount of the discount, and the net cost to the County.

- List all applicable taxes. Note: Placer County and its partner agencies are not exempt from California State Sales Tax.

- Identify Shipping and Insurance Costs (if any) separately.

PROPOSAL FORM F-1

TOTAL PROJECT COST SUMMARY

Use this form to indicate the sum total of all project costs indicated in the Detailed Costs Sheets (Forms F-2 through F-11).

Cost Schedule	Description	Total Cost
F-2	**Application Software**	
F-3	Enhancements	
F-4	Documentation	
F-5	Training	
F-6	Conversion	
F-7	Consulting	
F-8	Other One-Time Costs	
F-9	Miscellaneous Costs	
	Subtotal all Schedules	$
	Total Sales Tax (as applicable)	$
	Shipping & Insurance (if any)	$
	TOTAL PROJECT COST	**$**
F-10	**Total Annual On-Going Costs Years 2 - 5**	$

PROPOSAL FORM F-2

APPLICATION SOFTWARE

List all base system software products, modules, etc. and their related costs. Roseville prefers site software licensing, but will consider non-site licensing on a per-case basis.

Description	Site License Price	Sales Tax (8.25%)	Total Price
Application Software (list each separately):			
$			

PROPOSAL FORM F-3

ENHANCEMENTS – COST DETAIL

Provide detailed costs (not lump sum costs) for all modifications or enhancements necessary to make the application compliant with the Functional or Technical Requirements in Exhibits D-1 and D-2. Reference the applicable Functional or Technical Requirement number.

(Attach a separate sheet if more space is needed)

Requirement Number	Enhancement Description	No. of Hours	Hourly Rate	Total Cost
Total Enhancement Costs:				$

PROPOSAL FORM F-4

DOCUMENTATION – COST DETAIL

Provide cost (if any) for electronic documentation for application and other software proposed for this project.

Description	Qty	Unit Price	Sales Tax (8.25%)	Extended Price
Documentation Costs:				
Application				
Total Documentation Costs:				$

PROPOSAL FORM F-5

TRAINING – COST DETAIL

List all costs for vendor-supplied training of Roseville functional and technical staff as required by this RFP.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Training Costs:				
Total Training Costs:				$

PROPOSAL FORM F-6

CONVERSION SERVICES– COST DETAIL

Provide detailed costs for conversion services to be provided by your project team, including any subconsultants.

Do not include any estimated costs associated with the role of the current application vendor during the conversion process.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Conversion Costs:				
Total Conversion Costs:				$

PROPOSAL FORM F-7

CONSULTING SERVICES– COST DETAIL

Provided cost detail for all consulting services to be performed by the awarded vendor, right up to and including project completion.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Consulting Costs:				
Total Consulting Costs:				$

PROPOSAL FORM F-8

OTHER ONE-TIME COSTS – COST DETAIL

List all other one-time costs not identified in the previous detail sheets, including third-party products or services.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Itemize Other One-Time Costs:				
Third-Party Vendor Costs (Software, Consulting, etc.)				
First Year Escrow Fee				
Total One-Time Costs:				$

PROPOSAL FORM F-9

MISCELLANEOUS COSTS – COST DETAIL

List all other costs for all other products or services not included in the previous cost schedules that are required for complete implementation of the proposed systems.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Total Miscellaneous Costs:				$

PROPOSAL FORM F-10

ANNUAL ONGOING COSTS – COST DETAIL

List all on-going costs to Roseville including, but not limited to:

- Application Software maintenance (upgrades, license fees, etc.)
- Third Party maintenance (if applicable)
- Escrow (for source code)

Description	Qty	Unit Price or Hourly Rate	Sales Tax (8.25%)	Extended Price
Application Maintenance (upgrades, license fees)				
Third Party Software Maintenance (if applicable)				
Escrow (source code)				
Application and Technical Documentation Services:				
Total Annual On-Going Costs (per year):				$

END OF DOCUMENT